

1 KAI-CHING CHA, Bar No. 218738  
 kcha@littler.com  
 2 JULIE A. STOCKTON, Bar No. 286944  
 jstockton@littler.com  
 3 LUIS F. ARIAS, Bar No. 317819  
 larias@littler.com  
 4 LITTLER MENDELSON, P.C.  
 333 Bush Street,  
 5 34th Floor  
 San Francisco, CA 94104  
 6 Telephone: 415.433.1940  
 Fax No.: 415.399.8490

7 Attorneys for Defendants  
 8 ULTA, INC. and ULTA SALON, COSMETICS &  
 FRAGRANCE, INC.

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11 DANIELLE REZENDES, an individual,  
 12 and on behalf of others similarly situated,

13 Plaintiff,

14 v.

15 ULTA, INC., a Delaware Corporation;  
 16 ULTA SALON, COSMETICS &  
 FRAGRANCE, INC., a Delaware  
 17 corporation; and DOES 1through 50,  
 inclusive,

18 Defendants.

Case No. \_\_\_\_\_

**DEFENDANT ULTA, INC. AND  
 DEFENDANT ULTA SALON, COSMETIC  
 & FRAGRANCE, INC.'S NOTICE OF  
 REMOVAL**

[28 U.S.C. §§ 1332, 1441 and 1446]

(Alameda County Superior Court  
 Case No.: RG18915413)

1 TO THE CLERK OF THE ABOVE ENTITLED COURT, AND TO  
2 PLAINTIFF, AND HER ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that Defendant Ulta, Inc. and Defendant Ulta Salon,  
4 Cosmetics & Fragrance, Inc. (“Ulta Salon”) (collectively, “Defendants” or “Ulta”), hereby jointly  
5 remove the above-entitled action from the Superior Court of the State of California, County of  
6 Alameda, to the United States District Court for the Northern District of California pursuant to 28  
7 U.S.C. sections 1332, 1441(a) and (b), and 1446 because this Court has original jurisdiction under  
8 the Class Action Fairness Act of 2005 (“CAFA”).

9 INTRODUCTION

10 1. On August 1, 2018, Plaintiff Danielle Rezendes (“Rezendes” or “Plaintiff”),  
11 on behalf of herself and all others similarly situated, filed her original Complaint for Damages in the  
12 Superior Court of the State of California, County of Alameda, entitled *Danielle Rezendes,*  
13 *individually and on behalf of all others similarly situated v. Ulta Inc.; Ulta Salon, Cosmetics &*  
14 *Fragrance, Inc.; and Does 1 through 50, inclusive,* Case No. RG18915413 (the “State Court  
15 Action”).

16 REMOVAL IS TIMELY

17 2. This Notice of Removal is timely because Ulta is filing the Notice of Removal  
18 within 30 days from the date on which the Summons was deemed effectively served. *See Murphy*  
19 *Brothers, Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999). Plaintiff served Ulta by  
20 Notice of Acknowledgement of Receipt, which included copies of the Summons and Complaint. A  
21 true and correct copy of the Complaint, Summons, and all other process that have been served on  
22 Defendants to initiate the State Court Action is attached hereto as **Exhibit A** to the Declaration of  
23 Julie Stockton (“Stockton Dec.”). Service was completed by mail on September 4, 2018. CAL.  
24 CODE OF CIV. PROC. § 415.30. A true and correct copy of the Notice of Acknowledgement of  
25 Receipts are attached hereto as **Exhibit B** to the Stockton Dec.<sup>1</sup> Thus, in accordance with 28 U.S.C.  
26 § 1446(b), Ulta’s Notice of Removal is timely.

27  
28 <sup>1</sup> This removal is based on the completion of service on Defendant Ulta, Inc. Defendant Ulta Salon completed service at a later date. (Stockton Dec., **Ex. B.**)

## REMOVAL JURISDICTION

## A. The Court Has Original Jurisdiction Over This Action Under CAFA

3. Plaintiff brought the class action on behalf of current and former non-exempt employees in California. (**Exhibit A**, Complaint (“Compl.”), ¶¶ 4, 5, 13.)<sup>2</sup> This Court has jurisdiction over this action under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because there is at least minimal diversity between the parties, the putative class includes more than 100 individuals, and the aggregate amount in controversy for the purported class claims exceeds \$5 million. 28 U.S.C. § 1332(d).

## B. There Is Complete Diversity Between At Least One Class Member, Plaintiff, And Ulta

4. To establish jurisdiction under CAFA, there must be at least minimal diversity between the parties. 28 U.S.C. § 1332(d)(2). CAFA diversity jurisdiction exists if “any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).

5. Plaintiff is a citizen of the State of California. (**Exhibit A**, Compl., ¶ 3.) *See State Farm Mut. Auto. Ins. Co. v. Dyer*, 19 F.3d 514, 520 (10th Cir. 1994) (place of residence is *prima facie* evidence of domicile for purposes of determining citizenship); *see also Smith v. Simmons*, 2008 WL 744709, at \*7 (E.D. Cal. Mar. 18, 2008) (place of residence provides “*prima facie*” case of domicile).

6. For diversity jurisdiction, a corporation “shall be deemed a citizen of any State ... by which it has been incorporated and of the State ... where it has its principal place of business.” 28 U.S.C. § 1332(c)(1). As acknowledged by Plaintiff, Ulta, Inc. and Ulta Salon were, and still are, corporations organized under the laws of the State of Delaware. (**Exhibit A**, Compl., ¶¶ 6-7.)

7. Moreover, Ulta’s principal place of business for both Ulta, Inc. and Ulta Salon is in Bolingbrook, Illinois. (Declaration of Devon Byrne (“Byrne Dec.” ¶ 3.) The United States Supreme Court has established that the “nerve center” test should be used to determine a corporation’s “principal place of business.” *See Hertz Corp. v. Friend*, 559 U.S. 77, 92 (2010). A

<sup>2</sup> **Exhibit A**, Complaint (“Compl.”), refers to the Declaration of Julie Stockton, **Exhibit A**. (Stockton Dec., **Ex. A**.)

1 corporation's "nerve center" is normally located where the corporation maintains its corporate  
2 headquarters and where the "corporation's officers direct, control, and coordinate the corporation's  
3 activities," including both the executive and administrative functions. *Id.* Ulta maintains its corporate  
4 headquarters in Bolingbrook, Illinois. (Byrne Dec. ¶ 3.) Ulta's executives are domiciled at the  
5 Company's Bolingbrook, Illinois headquarters, which is where Ulta's centralized administrative  
6 functions and operations are based. (*Id.*) Bolingbrook, Illinois is the actual center of direction,  
7 control and coordination for Ulta's operations. (*Id.*) Thus, for diversity purposes, Ulta is a citizen of  
8 Delaware and Illinois, not California.

9           8. Defendants Does 1 through 50 do not destroy diversity of citizenship because  
10 defendants sued under fictitious names are "nominal" parties and their citizenship shall be  
11 disregarded for the purposes of determining diversity jurisdiction. *See Prudential Real Estate*  
12 *Affiliates, Inc. v. PPR Realty, Inc.*, 204 F.3d 867, 873 (9th Cir. 2000); *Newcombe v. Adolf Coors Co.*,  
13 157 F.3d 686, 690-91 (9th Cir. 1998).

14           9. As a result, because the named Plaintiff is a citizen of California, and Ulta is a  
15 citizen of Illinois, the Parties meet the standard for minimal diversity under CAFA. 28 U.S.C.  
16 § 1332(d)(2)(A).

17           **C. The Proposed Class Contains More Than 100 Members**

18           10. CAFA provides this Court with jurisdiction over a class action when "the  
19 number of members of all proposed plaintiff classes in the aggregate is [not] less than 100." 28  
20 U.S.C. § 1332(d)(5)(B). CAFA defines "class members" as those "persons (named or unnamed)  
21 who fall within the definition of the proposed or certified class in a class action." 28 U.S.C.  
22 § 1332(d)(1)(D).

23           11. Here, in this action Plaintiff seeks to represent a class consisting of "all  
24 current and former non-exempt employees of DEFENDANTS in the state of California." (**Exhibit**  
25 **A**, Compl., ¶¶ 4, 5.) This putative class includes approximately 12,962 individuals for the relevant  
26 class period. (Byrne Dec., ¶ 4.) Thus, CAFA's numerosity requirement is satisfied. *See* 28 U.S.C.  
27 § 1332(d)(5)(B).

28

1           **D.     The Total Amount In Controversy Exceeds \$5 Million**

2           **a.     Applicable Standard**

3           12.     The amount in controversy for all claims exceeds \$5 million. CAFA requires  
4 the “matter in controversy” to exceed “the sum or value of \$5,000,000 exclusive of interest and  
5 costs.” 28 U.S.C. § 1332(d)(2). Where the plaintiff’s complaint does not state the amount in  
6 controversy, the defendant’s notice of removal may do so. *See Dart Cherokee Basin Oper. Co. LLC*  
7 *v. Brandon W. Owens*, 135 S. Ct. 547, 551 (2014). All that is required is “a plausible allegation that  
8 the amount in controversy exceeds the jurisdictional threshold.” *Id.* at 554; *accord Ibarra v.*  
9 *Manheim Inv., Inc.*, 775 F.3d 1193, 1195 (9th Cir. 2015). No evidence establishing the amount in  
10 controversy is required because there is “no antiremoval presumption” in cases invoking CAFA.  
11 *Dart Cherokee Basin Oper. Co. LLC*, 135 S. Ct. at 551-54.

12           13.     “The claims of the individual class members shall be aggregated to determine  
13 whether the matter in controversy exceeds” the jurisdictional minimum. 28 U.S.C. § 1332(d)(6).  
14 “In measuring the amount in controversy, a court must assume that the allegations of the complaint  
15 are true and that a jury will return a verdict for the plaintiff on all claims made in the complaint.”  
16 *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal.  
17 2002). The ultimate inquiry is what amount is put “in controversy” by the plaintiff’s complaint, not  
18 what a defendant will actually owe. *See Rippee v. Boston Mkt. Corp.*, 408 F. Supp. 2d 982, 986  
19 (S.D. Cal. 2005); *see also Ibarra*, 775 F. 3d at 1198 n.1 (explaining that even when the court is  
20 persuaded the amount in controversy exceeds \$5 million, defendants are still free to challenge the  
21 actual amount of damages at trial because they are only estimating the damages in controversy).

22           14.     In the Complaint, Plaintiff brings claims for (1) failure to provide meal  
23 periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to  
24 pay all wages due to discharged and quitting employees; (5) failure to maintain required records; (6)  
25 failure to furnish accurate itemized wage statements; (7) unfair and unlawful business practices; and  
26 (8) penalties under the California Labor Code Private Attorneys General Act (“PAGA”). (**Exhibit A**,  
27 Compl.) Based on these claims, Plaintiff seeks compensatory damages, meal and rest period  
28 compensation, liquidated damages, waiting time penalties, statutory and civil penalties, interest,

1 attorneys' fees, declaratory relief and equitable relief in the form of restitution and injunctive relief.  
 2 (Exhibit A, Compl., Prayer for Relief, ¶¶ 1-13.)

3 15. Although Ulta denies that Plaintiff's claims have any merit, and likewise  
 4 denies that this matter should be certified as a class action, when all claims arising under the  
 5 California Labor Code are aggregated, the allegations in the Complaint give rise to an amount in  
 6 controversy that meets this Court's jurisdictional minimum of \$5 million under CAFA. 28 U.S.C.  
 7 § 1332(d)(2).

8 16. The amount in controversy in this case is comprised of the potential monetary  
 9 recovery for Plaintiff's six non-equitable causes of action. As set forth below, Plaintiff's claims  
 10 unquestionably exceed the \$5 million threshold.

11 **b. Key Statistics and Facts**

12 17. The class period in this matter is subject to a previous settlement agreement  
 13 that Ulta Salon executed in *Sarah Moore v. Ulta Salon, Cosmetics & Fragrance, Inc.*, Case No. CV  
 14 12-3224 FMO (AGRx). (Request for Judicial Notice, Order Regarding Final Approval Of Class  
 15 Action Settlement, ("RJN"), Ex. 1.) The *Moore* Settlement Class precludes California Labor Code  
 16 claims for failure to provide meal breaks, failure to provide rest periods, failure to pay overtime,  
 17 waiting time penalties, failure to maintain accurate records and failure to provide accurate wage  
 18 statements for "[all] persons employed in California by Ulta Salon, Cosmetics & Fragrance, Inc. on a  
 19 nonexempt basis...through the date of preliminary Court approval []." (RJN, at 2:1-9, 3:25-4:1, Ex.  
 20 1.) Preliminary approval was granted on December 29, 2016. The Central District of California  
 21 approved this settlement agreement on July 25, 2017. (RJN, at 19:2, Ex. 1.) Therefore, the class  
 22 period in this litigation is from December 30, 2016 to the present.

23 18. Plaintiff defines the putative class members as:

24 [A]ll current and former non-exempt employees of DEFENDANTS in the State of California  
 25 at any time within the period beginning four (4) years prior to the filing of this action and  
 26 ending at the time this action settles or proceeds to final judgment...

27 (Exhibit A, Compl., ¶ 5.) Non-exempt employees in California include individuals employed by  
 28 Ulta Salon in store manager and non-manager positions. (Byrne Dec. ¶ 4.) From December 30, 2016

1 to September 24, 2018, there were approximately 12,962 current and former non-exempt retail  
2 associates in California and their average hourly rate was \$13.31. (*Id.*)

3 19. Associates employed as store managers in California currently hold the  
4 following positions: CoSales manager; General Manager; Prestige Sales Manager; Retail Operations  
5 Manager; Retail Sales Manager; Salon Assistant Manager; Salon Assistant Manager Elite; Salon  
6 Assistant Manager Master; Salon Manager; Salon Manager Elite; and Salon Master. (Byrne Dec. ¶  
7 5.) From December 30, 2016 to September 24, 2018, Ulta Salon employed 1,209 associates in  
8 various retail manager positions, and their average hourly rate of pay was \$22.66. (*Id.*) During this  
9 same time period, there were 441 former associates in various retail manager positions. (*Id.*)

10 20. Ulta Salon requires associates in store manager positions to work full-time, in  
11 other words, eight hours a day, and forty hours per workweek. (Byrne Dec. ¶ 6.) Consequently, for  
12 purposes of removal calculations, Defendants assume that associates in store manager positions  
13 worked on average eight hours per day, five days per week. (*Id.*)

14 21. Associates employed in non-manager roles currently hold the following  
15 positions: Arch Expert; Associate Designer; Beauty Advisor; Seasonal Beauty Advisor; Designer;  
16 Esthetician; Guest Coordinator; Lancôme; Lead Cashier; Master Designer; Merchandise and  
17 Service; Prestige Beauty Advisor; Salon Market Trainer Elite; Salon Market Training Master; Skin  
18 Therapists; Specialty Beauty Advisor; Specialty Artist; and Special Beauty advisors. (Byrne Dec. ¶  
19 7.) From December 30, 2016 to September 24, 2018, Ulta Salon employed 11,753 associates in  
20 various non-manager retail positions, and their average hourly rate of pay was \$12.34. (*Id.*) During  
21 this same time period, 7,035 associates in various non-manager positions were either terminated or  
22 quit their employment with Ulta Salon. (*Id.*)

23 22. Ulta Salon hires associates in non-manager positions to work part-time,  
24 meaning they work less than 32 hours per workweek. (Byrne Dec. ¶ 8.) While associates in non-  
25 manager positions may work shifts that vary between four to eight hours per day, (*id.*) for purposes  
26 of this Removal, Defendants assumed that non-manager employees worked on average four hours  
27 per day, five days per week.

28 23. From December 30, 2016 through September 24, 2018, non-exempt



1 employees worked an average of 156 days. (Byrne Dec. ¶ 10.) Managers worked an average of 267  
 2 days, and non-managers worked an average of 144 days. (*Id.*)

3 24. Throughout the putative class period, Ulta Salon’s associates were paid on a  
 4 biweekly basis. (Byrne Dec. ¶ 9.)

5 **c. Calculations of Amount In Controversy Related to Meal Periods, And Rest**  
 6 **Breaks**

7 25. Plaintiff’s First and Second Causes of Action for Failure to Provide Meal  
 8 Periods and Rest Breaks seek to recover the statutory penalty for these missed breaks on behalf of  
 9 the putative class. (**Exhibit A**, Compl., ¶¶ 14-18.) Plaintiff alleges that Ulta “permitted or otherwise  
 10 suffered” Plaintiff and putative class members to take less than the 30-minute meal periods or to  
 11 work through their meal periods. (**Exhibit A**, Compl., ¶ 15.) In addition, Plaintiff alleges that Ulta  
 12 did not pay Plaintiff and putative class members the one hour premium pay for missed meal periods.  
 13 (**Exhibit A**, Compl., ¶ 16.) The Complaint, however, does not specify the frequency of non-  
 14 compliant meal periods. (**Exhibit A**, Compl., ¶¶ 14-18.)

15 26. Labor Code section 512(a) states:

16 An employer may not employ an employee for a work period of more than five hours per day  
 17 without providing the employee with a meal period of not less than 30 minutes... .

18 27. Plaintiff further alleges that Ulta “failed to provide rest periods” as required  
 19 by California Labor Code sections 226.7, 512, and IWC Wage Order No. 5-2001, § 12 to Plaintiff  
 20 and the putative class members, and that Ulta allegedly did not pay Plaintiff or other putative class  
 21 members the one hour premium pay for missed rest periods. (**Exhibit A**, Compl., ¶¶ 19-22.) The  
 22 Complaint does not specify the frequency of missed rest periods. (**Exhibit A**, Compl., ¶¶ 19-22.)

23 28. IWC Wage Order no. 5-2001, § 12 requires employers to authorize and permit  
 24 employees to take a 10 minute rest period per four hours worked, or major fraction thereof.

25 29. California Labor Code section 226.7(c) provides that employees are entitled to  
 26 premium payments of one additional hour of pay at each employee’s regular rate for each work day  
 27 that a timely compliant meal or rest break was not provided. Under section 226.7, the most an  
 28 employee can recover is two hours of missed break pay per workday (*i.e.* one hour for a missed meal



1 and one hour for a missed rest break).

2           30. Assuming that only Ulta Salon associates employed in store manager  
3 positions work 5 hours or more per day, and are entitled to a 30-minute meal period, there are 1,209  
4 putative class members. (Byrne Dec. ¶ 5.) The average hourly rate for managers during the class  
5 period is \$22.66. (*Id.*) Moreover, managers worked an average of 267 days during the class period  
6 (267 days divided by 5 equals 53.4 workweeks). (Byrne Dec. ¶ 10.) Assuming that managers  
7 missed their 30 minute meal period one day per week for each of the 53 workweeks from December  
8 30, 2016 through September 24, 2018, the meal period premium at issue totals **\$1,451,984** (1,209  
9 managers x \$22.66 x 53 missed meal periods).

10           31. Assuming that managers and non-managers work at least four hours per day  
11 and are entitled to at least one full 10-minute rest period, there are 12,962 putative class members.  
12 (Byrne Dec. ¶ 4.) Managers and non-managers worked an average of 156 days during the class  
13 period (156 days divided by 5 equals 31.2 workweeks). (Byrne Dec. ¶ 10.) The average hourly rate  
14 for managers and non-managers during the class period is \$13.31. (Byrne Dec. ¶ 4.) Assuming that  
15 managers and non-manager miss their 10-minute rest period one day per week for each of the 31  
16 workweeks, from December 30, 2016 through September 24, 2018, the estimated rest break  
17 premium at issue totals **\$5,348,250** (12,962 non-exempt employees x \$13.31 x 31 missed rest  
18 breaks).

19           **d. Calculations of Amount in Controversy Related to Overtime Wages**

20           32. Plaintiff's Third Cause of Action alleges that Ulta failed to compensate  
21 Plaintiff and the putative class members for all hours worked by failing to pay overtime at one and  
22 one-half or double the regular rate of pay under California Labor Code. (**Exhibit A**, Compl., ¶ 25.)  
23 The Complaint does not specifically allege the amount of overtime worked per week by Plaintiff or  
24 members of the putative class. Instead, the Complaint generally alleges that Plaintiff and putative  
25 class members worked off the clock and worked through meal and rest breaks. (**Exhibit A**, Compl.,  
26 ¶ 25.) In a May 9, 2018 letter, sent by Plaintiff to the California Labor & Workforce Development  
27 Agency for penalties pursuant to Labor Code Section 2698, *et seq.*, Plaintiff alleged that she and  
28 other similarly situated individuals were required, suffered or permitted to work through meal

1 periods, resulting in unpaid overtime. (Stockton Dec., **Ex. C.**)

2 33. Labor Code 510(a) states:

3 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one  
4 workday and any work in excess of 40 hours in any one workweek and the first eight hours  
5 worked on the seventh day of work in any one workweek shall be compensated at the rate of  
6 no less than one and one-half times the regular rate of pay for an employee.

7 34. For purposes of removal calculations, Defendants assume that only the  
8 associates in store manager positions worked eight hours a day, five days per week. Consequently,  
9 Defendants assume that associates in store manager positions worked through one 30 minute meal  
10 break per week, resulting in 30 minutes of unpaid overtime per week. The average hourly rate for  
11 associates in retail manager positions from December 29, 2016 to September 28, 2018 is \$22.66, one  
12 and a half times the average hourly rate is \$33.99. Associates in retail manager positions from  
13 December 29, 2016 to September 24, 2018 worked on average 267 days, or 53 workweeks (267 days  
14 divided by 5). Thus, from December 30, 2016 through September 24, 2018, the estimated overtime  
15 wages totals approximately **\$1,088,988** ( $\$33.99 \times .5 \times 53$  missed meal periods  $\times 1,209$  class  
16 managers).

17 **e. Calculations of Amount in Controversy Related to Waiting Time Penalties**

18 35. Plaintiff's Fourth Cause of Action alleges that Plaintiff and the putative class  
19 members were not paid their wages upon termination. (**Exhibit A**, Compl., ¶ 32.) Plaintiff seeks  
20 waiting time penalties for each day putative class members did not receive all wages upon  
21 termination, not to exceed 30 days of pay in accordance with Labor Code Section 203. (**Exhibit A**,  
22 Compl., ¶¶ 29-34.)

23 36. Labor Code Section 203 provides that if an employer fails to pay any wages of  
24 an employee who is discharged or who quits, the wages of the employee shall continue as a penalty  
25 at the same rate for up to 30 days. Accordingly, for former associates in store manager positions,  
26 where Defendants assume that they worked 8 hours per day, these employees would be entitled to  
27 waiting time penalties of 8 hours per day, multiplied by their final rate of pay, for 30 days. *See*  
28 *Mamika v. Barca*, 68 Cal. App. 4th 487, 493 (1998) (where full time employee seeks penalties under

203, the proper calculation is hourly rate, multiplied by 8 hours per day, for 30 days). And, for former associates who held non-manager positions, where Defendants assume that they worked only 4 hours per day, these employees would be entitled to waiting time penalties of 4 hours per day, multiplied by their final rate of pay, for 30 days. *See Pompa v. Target Corp.*, No. CV 10-634 AHM (FFMX), 2010 WL 11597836, at \*2 (C.D. Cal. Apr. 9, 2010) (determining that “if all the employees worked part time—4 hours per day—their waiting-time penalties would equal .../hour x 4 hours/day x 30 days”).

37. From December 30, 2016 to September 24, 2018, approximately 441 associates in store manager positions were terminated. (Byrne Dec. ¶ 5.) The average hourly rate for managers during the class period is \$22.66. (*Id.*) For managers, who were full time and, therefore, assumedly worked 8 hours per day, the approximate amount of waiting time penalties is approximately **\$2,398,334** ( $\$22.66 \times 8 \text{ hours} \times 30 \text{ days} \times 441 \text{ managers}$ ).

38. From December 30, 2016 to September 24, 2018, approximately 7,035 non-manager employees were terminated. (Byrne Dec. ¶ 7.) The average hourly rate for non-managers during the class period is \$12.34. (*Id.*) The approximate amount of waiting time penalties for non-managers, who were part-time and, therefore, assumedly worked 4 hours per day, is approximately **\$10,417,428** ( $\$12.34 \times 4 \text{ hours} \times 30 \text{ days} \times 7,035 \text{ non-managers}$ ).

39. Thus, the estimated amount in controversy related to Plaintiff’s Fourth Cause of Action is approximately **\$12,815,762**.

**f. Calculation of Amount In Controversy Related To Labor Code § 226 Claim.**

40. Plaintiff’s Fifth Cause of Action alleges that Ulta failed to maintain records as required under California Labor Code section 226. (**Exhibit A**, Compl., ¶¶ 35-37.) Plaintiff alleges that Ulta’s payroll policies and practices failed to maintain proper records. (**Exhibit A**, Compl., ¶ 36.) Further, Plaintiff’s Sixth Cause of Action alleges that Ulta failed to provide accurate itemized wage statements under California Labor Code section 226. (**Exhibit A**, Compl., ¶¶ 38-41.)

41. Under California Labor Code section 226, Plaintiff and the putative class would be entitled to recover \$50 for the initial pay period in which a violation occurs and \$100 for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000. Cal. Lab.

Code § 226(e)(1). There were approximately 12,962 putative class members from December 30, 2016 through September 24, 2018, each of whom received at least one allegedly incorrect itemized wage statement per pay period. (Byrne Dec. ¶ 4.) On average, the 12,962 putative class members worked 156 days. (Byrne Dec. ¶ 10.) Given that Defendants pay associates bi-weekly, the average number of wage statements that putative class members received was 11 wage statements (156 days divided by 14 days per wage statement equals 11 wage statements).

42. Assuming that Ulta failed to provide an accurate wage statement for the average 11 pay periods at issue for all non-exempt employees, the estimated amount in controversy related to Plaintiff's Fifth and Sixth Causes of Action is **\$13,610,100** (12,962 putative class members x ((\$50 x the initial pay period is \$648,100 ) + (\$100 x 10 remaining pay periods is \$12,962,000))).

**g. The Aggregate Amount At Issue Is Well In Excess Of The Jurisdictional Minimum**

43. Based on the above calculations, a conservative estimate of the aggregate minimum amount in controversy is **\$34,315,084**, as summarized below:

Plaintiff's Alleged Claim	Minimum Amount In Controversy
Meal Periods	\$1,451,984
Rest Periods	\$5,348,250
Overtime	\$1,088,988
Waiting Time Penalties	\$12,815,762
Penalties for Violation of 226	\$13,610,100
<b>Total Amount in Controversy:</b>	<b>\$34,315,084</b>

44. In light of the above, there is no question that the evidence shows that Plaintiff's claims exceed the jurisdictional minimum. Accordingly, the "amount in controversy" requirement under CAFA is satisfied in this case. *See* 28 U.S.C. § 1332(d)(2).

**VENUE IS PROPER**

45. Venue is proper in the United States District Court for the Northern District of California because this action was filed in the Superior Court of California for the County of

1 Alameda. See 28 U.S.C. §§ 84(c)(1) and 1441(a). Venue in this action is also proper because Ulta  
2 does business in California, including Alameda County, where a substantial part of the events or  
3 omissions giving rise to the claim occurred. 28 U.S.C. §1391(a); (Exhibit A, Compl., ¶¶ 2, 6-7.)

4 46. Counsel for Ulta has signed this Notice of Removal in compliance with the  
5 requirements of 28 U.S.C. § 1446(a) and Rule 11 of the Federal Rules of Civil Procedure.

6 **NOTICE TO PLAINTIFF AND STATE COURT**

7 47. Contemporaneously with the filing of this Notice of Removal in the United  
8 States District Court for the Northern District of California, written notice of such filing will be  
9 given by the undersigned to Plaintiff's Counsel of Record and a copy of the Notice of Removal will  
10 be filed with the Clerk of the Alameda County Superior Court.

11 WHEREFORE, based on the foregoing, Ulta gives notice that it has removed to this  
12 Court the State Court Action now pending in the Superior Court of California, County of Alameda,  
13 to the United States District Court for the Northern District of California, pursuant to 28 U.S.C. §§  
14 1331, 1441(a) and (b), and 1446.

15 Dated: October 4, 2018

16  
17 /s/ Kai-Ching Cha  
18 KAI-CHING CHA  
19 JULIE A. STOCKTON  
20 LUIS F. ARIAS  
21 LITTLER MENDELSON, P.C.  
22 Attorneys for Defendants

23 FIRMWIDE:156790667.6 059310.1139  
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JS-CAND 44 (Rev. 06/17)

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

CIVIL COVER SHEET

I. (a) PLAINTIFFS

DANIELLE REZENDES

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

Alameda County

(c) Attorneys (Firm Name, Address, and Telephone Number)

Matern Law Group, PC
One Market Street, Suite 3676
San Francisco, CA 94105
(415)990-8390

DEFENDANTS

ULTA, INC. and ULT A SALON, COSMETICS & FRAGRANCE, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

KAI-CHING CHA, Bar No. 218738
Littler Mendelson
333 Bush Street, 34th Floor
San Francisco, CA 94104/ Tel: 415-433-1940

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes categories like Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, and Incorporated or Principal Place of Business.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with columns for CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, and OTHER STATUTES. Contains numerous checkboxes for specific legal claims.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1332; 28 U.S.C. 1441; 28 U.S.C. 1446

Brief description of cause:

Wage and hour employment case, including for allegations regarding failure to prevent meal and rest periods, failure to pay overtime wages, failure to pay all wages due to discharged employees, failure to maintain records, and failure to furnish accurate wage statements.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE

DOCKET NUMBER

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**

(Place an "X" in One Box Only)

**SAN FRANCISCO/OAKLAND**

**SAN JOSE**

**EUREKA-MCKINLEYVILLE**

**DATE** October 4, 2018

**SIGNATURE OF ATTORNEY OF RECORD** /s/ Kai-Ching Cha



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
  - c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. **Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. **Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”

**Date and Attorney Signature.** Date and sign the civil cover sheet.

1 KAI-CHING CHA, Bar No. 218738  
kcha@littler.com  
2 JULIE A. STOCKTON, Bar No. 286944  
jstockton@littler.com  
3 LUIS ARIAS, Bar No. 317819  
larias@littler.com  
4 LITTLER MENDELSON, P.C.  
333 Bush Street,  
5 34th Floor  
San Francisco, CA 94104  
6 Telephone: 415.433.1940  
Fax No.: 415.399.8490

7 Attorneys for Defendants  
8 ULTA, INC. and ULTA SALON, COSMETICS &  
FRAGRANCE, INC.

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 DANIELLE REZENDES, an individual,  
12 and on behalf of others similarly situated,

13 Plaintiff,

14 v.

15 ULTA, INC., a Delaware Corporation,  
16 ULTA SALON, COSMETICS &  
FRAGRANCE, INC., a Delaware  
17 corporation; and DOES 1 through 50,  
inclusive,

18 Defendants.

Case No. \_\_\_\_\_

**DECLARATION OF DEVON BYRNE IN  
SUPPORT OF DEFENDANT ULTA, INC.  
AND DEFENDANT ULTA SALON,  
COSMETIC & FRAGRANCE, INC.'S**

**NOTICE OF REMOVAL**

[28 U.S.C. §§ 1332, 1441 and 1446]

(Alameda County Superior Court  
Case No.: RG18915413)

1 I, Devon Byrne, declare as follows:

2 1. I make this declaration in support of Defendant Ulta, Inc. and Defendant Ulta Salon,  
3 Cosmetics & Fragrance, Inc.'s Notice of Removal of Action to Federal Court. The information set  
4 forth herein is true and correct of my own personal knowledge (unless otherwise stated) and if asked  
5 to testify thereto, I would do so competently.

6 2. I am currently employed as Senior Director, HR Compliance & Associate Relations  
7 and I have held this role since 2016. As a Senior Director, HR Compliance & Associate Relations, I  
8 have access to data concerning the associates employed by Ulta Salon, Cosmetics & Fragrance, Inc.  
9 ("Ulta Salon") who work in retail stores throughout the country, including in California. Ulta Salon  
10 maintains retail associate data on various databases in the normal course of business.

11 3. The corporate headquarters for both Ulta, Inc. and Ulta Salon is in Bolingbrook,  
12 Illinois. Executives for both entities primarily work out of offices at the Bolingbrook, Illinois  
13 headquarters, which is where both entities centralize administrative functions and operations. For  
14 example, my office is located in Bolingbrook, Illinois. Bolingbrook, Illinois is the actual center of  
15 direction, control and coordination for both entities' operations.

16 4. Non-exempt retail associates in California include managers and non-managers and  
17 are employed by Ulta Salon. Based on my review of company records on various databases  
18 containing employee information, from December 30, 2016 to September 24, 2018, there were  
19 12,962 current and former non-exempt retail associates in California and the average hourly rate for  
20 all current and former non-exempt associates was \$13.31. The information on these databases is  
21 maintained in the normal course of business.

22 5. Ulta Salon employs associates in various store managerial positions in stores in  
23 California. These positions have a variety of titles and have changed over time, for example, prior to  
24 2017, Ulta Salon had an Associate Manager – Operations and an Associate Manager – People, both  
25 roles reported to the store's General Manager. In 2017, Ulta Salon changed these titles and  
26 currently, the stores have a Retail Sales Manager and a Retail Operations Manager, who both report  
27 to the store's General Manager. Currently, Ulta Salon employs associates in store manager positions  
28 with the following titles: CoSales manager; General Manager; Prestige Sales Manager; Retail

1 Operations Manager; Retail Sales Manager; Salon Assistant Manager; Salon Assistant Manager  
2 Elite; Salon Assistant Manager Master; Salon Manager; Salon Manager Elite; and Salon Master.  
3 Based on my review of company records, which Ulta Salon maintains in the normal course of  
4 business, from December 30, 2016 to September 24, 2018, Ulta Salon employed 1,209 current and  
5 former associates in various retail manager positions. During this period, the average hourly rate  
6 earned by associates in various retail manager positions was \$22.66. The number of formerly  
7 employed associates in various retail manager positions is 441.

8 6. Ulta Salon requires associates in store manager positions to work full-time, in other  
9 words eight hours per day and forty hours per work week. While associates in store manager  
10 positions may work more than forty hours a week (and are paid overtime in accordance with  
11 California law), as a general practice, they work eight hours per day, five days per week.

12 7. Ulta Salon also employs non-exempt associates in various non-managerial positions  
13 in California stores. These positions also have a variety of titles which have changed over time.  
14 Currently, Ulta Salon employs associates in non-managerial positions in California with the  
15 following titles: Arch Expert; Associate Designer; Beauty Advisor; Seasonal Beauty Advisor;  
16 Designer; Esthetician; Guest Coordinator; Lancôme; Lead Cashier; Master Designer; Merchandise  
17 and Service; Prestige Beauty Advisor; Salon Market Trainer Elite; Salon Market Training Master;  
18 Skin Therapists; Specialty Beauty Advisor; Specialty Artist; and Special Beauty advisors. Based on  
19 my review of company records, which Ulta Salon maintains in the normal course of business, from  
20 December 30, 2016 to September 24, 2018, Ulta Salon employed 11,753 associates in various non-  
21 manager retail positions. During this period, the average hourly rate earned by associates in various  
22 non-manager retail positions was \$12.34. The number of formerly employed associates in non-  
23 manager retail positions is 7,035.

24 8. As a matter of practice, Ulta Salon typically hires associates in non-manager positions  
25 to work part-time, meaning they work less than 32 hours per workweek. Retail associates in non-  
26 manager positions may work shifts that vary between four to six hours per work day. Designers,  
27 who work on the Salon side of Ulta Salon's stores cutting and styling hair, may work shifts as long  
28 as eight hours per day, but typically still work part-time over the course of a workweek.

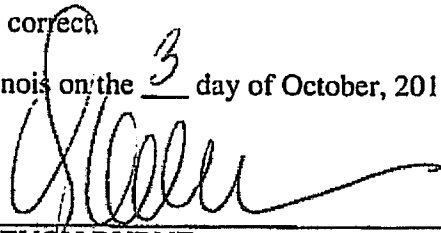
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9. In California, Ulta Salon's non-exempt associates are paid on a bi-weekly basis.

10. Based on my review of company records containing the start and end dates of employment for California non-exempt associates, which are maintained in the normal course of business, the average period of time worked for non-exempt associates in California during the period of December 30, 2016 to September 24, 2018, is approximately 156 days for all non-exempt associates, 144 days for all non-exempt, non-manager associates, and 267 days for all non-exempt, manager associates.

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

Executed at Bolingbrook, Illinois on the 3 day of October, 2018.

  
\_\_\_\_\_  
DEVON BYRNE

FIRMWIDE:157734785.2 059310.1139

1 KAI-CHING CHA, Bar No. 218738  
kcha@littler.com  
2 JULIE A. STOCKTON, Bar No. 286944  
jstockton@littler.com  
3 LUIS ARIAS, Bar No. 317819  
larias@littler.com  
4 LITTLER MENDELSON, P.C.  
333 Bush Street,  
5 34th Floor  
San Francisco, CA 94104  
6 Telephone: 415.433.1940  
Fax No.: 415.399.8490

7  
8 Attorneys for Defendants  
9 ULTA, INC. and ULTA SALON, COSMETICS &  
FRAGRANCE, INC.

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12 DANIELLE REZENDES, an individual,  
and on behalf of others similarly situated,

13 Plaintiff,

14 v.

15 ULTA, INC., a Delaware Corporation;  
16 ULTA SALON, COSMETICS &  
FRAGRANCE, INC., a Delaware  
17 corporation; and DOES 1through 50,  
inclusive,

18 Defendants.

Case No. \_\_\_\_\_

**DECLARATION OF JULIE A.  
STOCKTON IN SUPPORT OF  
DEFENDANT ULTA, INC. AND  
DEFENDANT ULTA SALON, COSMETIC  
& FRAGRANCE, INC.'S NOTICE OF  
REMOVAL**

**[28 U.S.C. §§ 1332, 1441 and 1446]**

(Alameda County Superior Court  
Case No.: RG18915413)

1 I, Julie A. Stockton, declare as follows:

2 1. I am an attorney at law duly licensed to practice and associated with the law firm of  
3 Littler Mendelson, P. C., attorneys of record for Defendant Ulta, Inc. and Defendant Ulta Salon,  
4 Cosmetics & Fragrance, Inc. (collectively "Defendants"). As such I am intimately familiar with the  
5 matters in this case and if call as a witness, could and would testify competently thereto.

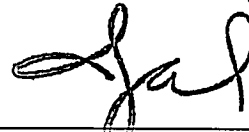
6 2. Attached hereto as **Exhibit A** is a true and correct copy of all the documents on file in  
7 the Superior Court of the State of California, County of Alameda, in the litigation entitled *Danielle*  
8 *Rezendes, individually and on behalf of all others similarly situated v. Ulta, Inc.; Ulta Salon,*  
9 *Cosmetic & Fragrance, Inc.; and Does 1 through 50, inclusive*, Case No. RG18915413, and includes  
10 a true and correct copy of the Summons and Complaint which Defendants received in this matter.

11 3. A true and correct copy of the signed Notice of Acknowledgement and Receipt  
12 signed by Defendants are attached hereto as **Exhibit B**.

13 4. A true and correct copy of Plaintiff's letter sent to the Labor and Workforce  
14 Development Agency, asserting her claims under the Private Attorney General Act is attached hereto  
15 as **Exhibit C**.

16 I declare under penalty of perjury pursuant to the laws of the United States of America and  
17 the State of California that the foregoing is true and correct.

18 Executed in San Francisco, California on the 4th day of October, 2018.

19 

20 \_\_\_\_\_  
21 JULIE A. STOCKTON

22 FIRMWIDE:158026833.1 059310.1139



# EXHIBIT A

08/01/2018 WED 13:57 FAX

002/019

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Corey B. Bennett SB# 267816 Matern Law Group, PC One Market Street, Suite 3676, San Francisco, CA 94105 TELEPHONE NO. (415) 990-8390 FAX NO. (310) 531-1901 ATTORNEY FOR (Name): Danielle Rezendes		FOR COURT USE ONLY <b>FILED BY FAX</b> ALAMEDA COUNTY August 01, 2018 CLERK OF THE SUPERIOR COURT By Lynn Wiley, Deputy CASE NUMBER: <b>RG18915413</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS 1225 Fallon St. MAILING ADDRESS 1225 Fallon St. CITY AND ZIP CODE Oakland, 94612 BRANCH NAME Rene C. Davidson Alameda County Courthouse CASE NAME: Rezendes v. Ulta, Inc.		CASE NUMBER: JUDGE: DEPT.:
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2)

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (14) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/PD/W/D (23) <b>Non-P/PI/PD/W/D (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (U/ <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/PD/W/D tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (30) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/reverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re. arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above); (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): Eight (8)

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 1, 2018

Corey B. Bennett

(TYPE OF PARTY NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

08/01/2018 WED 13:59 FAX

004/019

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:** ULTA, INC., a Delaware corporation; ULTA (AVISO AL DEMANDADO): SALON, COSMETICS & FRAGRANCE, INC., a Delaware corporation; and DOES 1 through 50, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:** DANIELLE REZENDES, an (LO ESTÁ DEMANDANDO EL DEMANDANTE): individual, and on behalf of others similarly situated.

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED BY FAX  
ALAMEDA COUNTY**

August 01, 2018

CLERK OF  
THE SUPERIOR COURT  
By Lynn Wiley, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte pueda decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)) en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es.)  
Superior Court of California, County of Alameda  
1225 Fulton St  
Oakland, California 94612

CASE NUMBER  
(Número del Caso)

RG18915413

The name, address and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Corey B. Bennett  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado es.)

Matern Law Group, PC  
One Market Street, Suite 3676, San Francisco, CA 94105

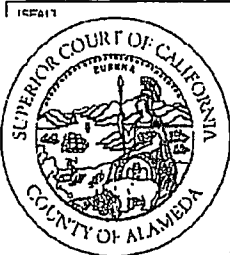
*Lynn Wiley*

(415) 990-8390

DATE  
(Fecha) August 01, 2018

Clerk, by  
(Secretario) Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010))



**NOTICE TO THE PERSON SERVED:** You are served

- 1.  as an individual defendant
- 2.  as the person sued under the fictitious name of (specify)

3.  on behalf of (specify):

- under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
- CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
- other (specify):

4.  by personal delivery on (date)

08/01/2018 WED 14:00 FAX

005/019

1 MATERN LAW GROUP, PC  
2 MATTHEW J. MATERN (SBN 159798)  
3 JOSHUA D. BOXER (SBN 226712)  
4 1230 Rosecrans Avenue, Suite 200  
5 Manhattan Beach, CA 90266  
6 Telephone: (310) 531-1900  
7 Facsimile: (310) 531-1901  
8 Email: [mmatern@maternlawgroup.com](mailto:mmatern@maternlawgroup.com)  
9 [jboxer@maternlawgroup.com](mailto:jboxer@maternlawgroup.com)

10 MATERN LAW GROUP, PC  
11 COREY B. BENNETT (SBN 267816)  
12 One Market Street, Suite 3676  
13 San Francisco, CA 94105  
14 Telephone: (855) 888-2651  
15 Facsimile: (310) 531-1901  
16 Email: [cbennett@maternlawgroup.com](mailto:cbennett@maternlawgroup.com)

17 Attorneys for Plaintiff DANIELLE REZENDES  
18 individually, and on behalf of others similarly situated

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF ALAMEDA

21 DANIELLE REZENDES, an individual, and  
22 on behalf of others similarly situated,

23 Plaintiff,

24 vs.

25 ULTA, INC., a Delaware corporation; ULTA  
26 SALON, COSMETICS & FRAGRANCE,  
27 INC., a Delaware corporation; and DOES 1  
28 through 50, inclusive,

Defendants

FILED BY FAX

ALAMEDA COUNTY

August 01, 2018

CLERK OF  
THE SUPERIOR COURT  
By Lynn Wiley, Deputy

CASE NUMBER:

RG18915413

CASE NO.:

COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay All Wages Due to Discharged and Quitting Employees
5. Failure to Maintain Required Records
6. Failure to Furnish Accurate Itemized Wage Statements
7. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

8. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

1 PLAINTIFF DANIELLE REZENDES (“PLAINTIFF”) an individual, demanding a jury trial, on  
2 behalf of herself and other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because  
5 PLAINTIFF is a resident of the State of California, and Defendants ULTA, INC., a Delaware corporation;  
6 ULTA SALON, COSMETICS & FRAGRANCE, INC., a Delaware corporation; and DOES 1 through 50  
7 inclusive (collectively “DEFENDANTS”), are qualified to do business in California and regularly conduct  
8 business in California. Further, no federal question is at issue because the claims are based solely on  
9 California law.

10 2. Venue is proper in this judicial district and the County of Alameda, California because  
11 PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of  
12 Alameda, DEFENDANTS maintain offices and facilities and transact business in the County of  
13 Alameda, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of  
14 this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the  
15 County of Alameda.

16 **PLAINTIFF**

17 3. PLAINTIFF is a female resident of the State of California and a former employee of  
18 DEFENDANTS.

19 4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-  
20 exempt employees of DEFENDANTS in the State of California at any time during the four years  
21 preceding the filing of this action, and continuing while this action is pending, brings this class action to  
22 recover, among other things, wages and penalties from unpaid wages earned and due, including but not  
23 limited to unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal  
24 and rest period policies, failure to pay all wages due to discharged and quitting employees, failure to  
25 indemnify employees for necessary expenditures and/or losses incurred in discharging their duties,  
26 failure to provide accurate itemized wage statements, failure to maintain required records, and interest,  
27 attorneys’ fees, costs, and expenses.

28 \

1 5. PLAINTIFF brings this action on behalf of herself and the following similarly situated  
 2 class of individuals ("CLASS MEMBERS"): all current and former non-exempt employees of  
 3 DEFENDANTS in the State of California at any time within the period beginning four (4) years prior  
 4 to the filing of this action and ending at the time this action settles or proceeds to final judgment (the  
 5 "CLASS PERIOD"). PLAINTIFF reserves the right to name additional class representatives.

#### 6 DEFENDANTS

7 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT ULTA,  
 8 INC.; is, and at all times relevant hereto was, a Delaware corporation organized and existing under the  
 9 laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that  
 10 DEFENDANT ULTA, INC. is authorized to conduct business in the State of California, and does  
 11 conduct business in the State of California. Specifically, DEFENDANT ULTA, INC. maintains offices  
 12 and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County  
 13 of Alameda, State of California.

14 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT ULTA  
 15 SALON, COSMETICS & FRAGRANCE, INC.; is, and at all times relevant hereto was, a Delaware  
 16 corporation organized and existing under the laws of the State of California. PLAINTIFF is further  
 17 informed and believes, and thereon alleges, that DEFENDANT ULTA SALON, COSMETICS &  
 18 FRAGRANCE, INC. is authorized to conduct business in the State of California, and does conduct  
 19 business in the State of California. Specifically, DEFENDANT ULTA SALON, COSMETICS &  
 20 FRAGRANCE, INC. maintains offices and facilities and conducts business in, and engages in illegal  
 21 payroll practices or policies in, the County of Alameda, State of California.

22 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
 23 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious names.  
 24 PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is  
 25 in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS  
 26 MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct of such  
 27 DOE Defendants. PLAINTIFF will seek leave of the court to amend this Complaint to allege their true  
 28 names and capacities of such DOE Defendants when ascertained.

1 9. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF  
2 and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege, that at all times  
3 material to this complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated  
4 enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized  
5 agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant  
6 was completely dominated by his, her or its co-Defendant, and each was the alter ego of the other.

7 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed by  
8 DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied.  
9 In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant  
10 to, and in furtherance of, their policies and practices of not paying PLAINTIFF and CLASS MEMBERS  
11 all wages earned and due, through methods and schemes which include, but are not limited to, failing to  
12 pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records;  
13 failing to provide accurate itemized statements for each pay period; failing to properly compensate  
14 PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering  
15 the employees to work off the clock, in violation of the California Labor Code and the applicable  
16 Welfare Commission ("IWC") Orders.

17 11. PLAINTIFF is informed and believes, and thereon allege, that each and every one of the  
18 acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each  
19 acting as agents and/or employees, and/or under the direction and control of, each of the other  
20 DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency,  
21 employment and/or direction and control.

22 12. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF  
23 and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet  
24 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

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**CLASS ACTION DESIGNATION**

13. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

**FIRST CAUSE OF ACTION**

**Failure to Provide Required Meal Periods**

**[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

**(Against all DEFENDANTS)**

14. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 5-2001, § 11.

16. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order

1 No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided  
2 with a meal period, in accordance with the applicable wage order, one additional hour of compensation  
3 at each employee’s regular rate of pay for each workday that a meal period was not provided.

4 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and  
5 IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all  
6 hours worked during their meal periods.

7 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
8 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and  
9 due, interest, penalties, expenses, and costs of suit.

10 **SECOND CAUSE OF ACTION**

11 **Failure to Provide Required Rest Periods**

12 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

13 **(Against all DEFENDANTS)**

14 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
15 allegations in the foregoing paragraphs.

16 20. At all times relevant herein, as part of DEFENDANTS’ illegal payroll policies and  
17 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to  
18 provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code  
19 §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

20 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order  
21 No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a  
22 rest period, in accordance with the applicable wage order, one additional hour of compensation at each  
23 employee’s regular rate of pay for each workday that a rest period was not provided.

24 22. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
25 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and  
26 due, interest, penalties, expenses, and costs of suit.

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**THIRD CAUSE OF ACTION**

**Failure to Pay Overtime Wages**

**[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

**(Against all DEFENDANTS)**

23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

26. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and

1 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on  
2 such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform  
3 their obligations under state law, all to their respective damages in amounts according to proof at time of  
4 trial, and within the jurisdiction of this Court.

5 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194,  
6 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203,  
7 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC  
8 Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages  
9 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **FOURTH CAUSE OF ACTION**

11 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

12 **[Cal. Labor Code §§ 201, 202, 203]**

13 **(Against all DEFENDANTS)**

14 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
15 allegations in the foregoing paragraphs.

16 29. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to  
17 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201  
18 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the  
19 time of discharge are due and payable immediately.

20 30. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to  
21 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her  
22 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in  
23 which case the employee is entitled to his or her wages at the time of quitting.

24 31. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
25 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or  
26 who quits, the employer is liable for waiting time penalties in the form of continued compensation to the  
27 employee at the same rate for up to 30 workdays.

28 32. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages

1 and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor  
2 Code §§ 201 and 202.

3 33. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory  
4 penalties, including the waiting time penalties provided in California Labor Code § 203, together with  
5 interest thereon, as well as other available remedies.

6 34. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF  
7 and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the  
8 time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts,  
9 plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and  
10 2699.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Maintain Required Records**

13 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

14 **(Against all DEFENDANTS)**

15 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
16 allegations in the foregoing paragraphs.

17 36. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and  
18 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS  
19 knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226,  
20 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to the following records: total  
21 daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time  
22 records showing when each employee begins and ends each work period; and accurate itemized  
23 statements.

24 37. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF  
25 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to  
26 all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are  
27 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to  
28 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable

1 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as  
2 other available remedies.

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Furnish Accurate Itemized Wage Statements**

5 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

6 **(Against all DEFENDANTS)**

7 38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
8 allegations in the foregoing paragraphs.

9 39. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF  
10 and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each  
11 employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and  
12 address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable  
13 hourly rates in effect during each pay period and the corresponding number of hours worked at each  
14 hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

15 40. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to  
16 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
17 accordance with California Labor Code § 226(a).

18 41. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF  
19 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
20 earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to  
21 all available statutory penalties, including but not limited to civil penalties pursuant to California Labor  
22 Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,  
23 including but not limited to those provided in California Labor Code § 226(e), as well as other available  
24 remedies.

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**SEVENTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

43. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

44. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

45. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

46. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-gotten



1 gains and to restore them to PLAINTIFF and CLASS MEMBERS.

2 47. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS  
3 MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that  
4 DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages  
5 and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS are  
6 entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to proof  
7 at the time of trial, but in excess of the jurisdiction of this Court.

8 **EIGHTH CAUSE OF ACTION**

9 **Representative Action for Civil Penalties**

10 **[Cal. Labor Code §§ 2698–2699.5]**

11 **(Against All DEFENDANTS)**

12  
13 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
14 allegations in the foregoing paragraphs.

15 49. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code  
16 § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and  
17 former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code  
18 § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS and the  
19 alleged violations of the California Labor Code were committed against PLAINTIFF and CLASS  
20 MEMBERS.

21 50. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code  
22 §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil penalties, including but  
23 not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC  
24 Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the violations set forth  
25 above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226,  
26 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also  
27 entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code  
28 § 2699(g)(1).

1 51. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on May 9,  
2 2018 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by  
3 certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage  
4 Orders alleged to have been violated, including the facts and theories to support the alleged violations.  
5 More than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that it  
6 intends to investigate the alleged violations.

7 52. Therefore, PLAINTIFF has complied with all of the requirements set forth in California  
8 Labor Code § 2699.3 to commence a representative action under PAGA.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly situated,  
11 respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of  
12 them, as follows:

- 13 1. For compensatory damages in an amount to be ascertained at trial;
- 14 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as  
15 disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 16 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and  
17 IWC Wage Order No. 5-2001;
- 18 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 19 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating  
20 the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in  
21 the unlawful business practices complained of herein;
- 22 6. For waiting time penalties pursuant to California Labor Code § 203;
- 23 7. For statutory and civil penalties according to proof, including but not limited to all  
24 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 25 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code  
26 §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision  
27 providing for pre-judgment interest;
- 28 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code §§ 1194,

1 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys'  
2 fees and costs;

3 10. For declaratory relief;

4 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, and  
5 Seventh Causes of Action as a class action;


6 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel  
7 as class counsel; and

8 13. For such further relief that the Court may deem just and proper.

9  
10 DATED: August 1, 2018

Respectfully submitted,

11 **MATERN LAW GROUP, PC**

12  
13 By:  \_\_\_\_\_

14 MATTHEW J. MATERN  
15 JOSHUA D. BOXER  
16 COREY B. BENNETT  
17 Attorneys for Plaintiff  
18 DANIELLE REZENDES, individually, and  
19 on behalf of other persons similarly situated  
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**DEMAND FOR JURY TRIAL**

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: August 1, 2018

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:  \_\_\_\_\_

MATTHEW J. MATERN  
JOSHUA D. BOXER  
COREY B. BENNETT  
Attorneys for Plaintiff  
DANIELLE REZENDES, individually, and  
on behalf of other persons similarly situated

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Matern Law Group Attn: Bennett, Corey B One Market Street #3676 San Francisco, CA 94105	Ulta, Inc., a Delaware corporation
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**Superior Court of California, County of Alameda  
Rene C. Davidson Alameda County Courthouse**

Rezendes  <p style="text-align: center;">Plaintiff/Petitioner(s)</p> VS.  Ulta, Inc., a Delaware corporation  <p style="text-align: center;">Defendant/Respondent(s) (Abbreviated Title)</p>	No. <u>RG18915413</u>  NOTICE OF HEARING
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To each party or to the attorney(s) of record for each party herein:  
 Notice is hereby given that the above-entitled action has been set for:  
 Complex Determination Hearing  
 Case Management Conference

You are hereby notified to appear at the following Court location on the date and time noted below:

Complex Determination Hearing:  
 DATE: 09/18/2018 TIME: 03:00 PM DEPARTMENT: 23  
 LOCATION: Administration Building, Fourth Floor  
 1221 Oak Street, Oakland

Case Management Conference:  
 DATE: 10/05/2018 TIME: 09:15 AM DEPARTMENT: 23  
 LOCATION: Administration Building, Fourth Floor  
 1221 Oak Street, Oakland

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Litigation Determination Hearing and Initial Complex Case Management Conference.

Department 23 issues tentative rulings on DomainWeb ([www.alameda.courts.ca.gov/domainweb](http://www.alameda.courts.ca.gov/domainweb)). For parties lacking access to DomainWeb, the tentative ruling must be obtained from the clerk at (510) 267-6939. Please consult Rule 3.30(c) of the Unified Rules of the Superior Court, County of Alameda, concerning the tentative ruling procedures for Department 23.

Counsel or party requesting complex litigation designation is ordered to serve a copy of this notice on all parties omitted from this notice or brought into the action after this notice was mailed.

All counsel of record and any unrepresented parties are ordered to attend this Initial Complex Case Management Conference unless otherwise notified by the Court.

Failure to appear, comply with local rules or provide a Case Management Conference statement may result in sanctions. Case Management Statements may be filed by E-Delivery, by submitting directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to **Direct Calendar Departments** at

<http://apps.alameda.courts.ca.gov/domainweb>.

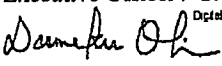
All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 23.

If the information contained in this notice requires change or clarification, please contact the courtroom clerk for Department 23 by e-mail at [Dept.23@alameda.courts.ca.gov](mailto:Dept.23@alameda.courts.ca.gov) or by phone at (510) 267-6939.

TELEPHONIC COURT APPEARANCES at Case Management Conferences may be available by contacting CourtCall, an independent vendor, at least 3 business days prior to the scheduled conference. Parties can make arrangements by calling (888) 882-6878, or faxing a service request form to (888) 883-2946. This service is subject to charges by the vendor.

Dated: 08/06/2018

Chad Finke Executive Officer / Clerk of the Superior Court

By  <sup>Digital</sup>


Deputy Clerk

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**CLERK'S CERTIFICATE OF MAILING**

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 08/07/2018.

By  <sup>Digital</sup>

Deputy Clerk

Superior Court of California, County of Alameda  
Rene C. Davidson Alameda County Courthouse

<b>Rezendes</b>	Plaintiff/Petitioner(s)
VS.	
<b>Ulta, Inc., a Delaware corporation</b>	Defendant/Respondent(s)
(Abbreviated Title)	

No. RG18915413

Minutes

Department 23

Honorable Brad Seligman, Judge

Cause called for: Complex Determination Hearing on September 18, 2018.

Case continued to 03:00 PM on 11/06/2018 in Department 23, Complex Determination Hearing, Administration Building, 1221 Oak Street, Oakland.

Minutes of 09/18/2018

Entered on 09/18/2018

Chad Finke Executive Officer / Clerk of the Superior Court

By S. Finke

Deputy Clerk

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Minutes

M12446489



Matern Law Group  
Attn: Bennett, Corey B  
One Market Street  
#3676  
San Francisco, CA 94105 \_\_\_\_\_

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**Superior Court of California, County of Alameda**  
**Rene C. Davidson Alameda County Courthouse**

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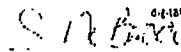
Rezendes  <p style="text-align: center;">Plaintiff/Petitioner(s)</p> <p style="text-align: center;">vs.</p> Ulta, Inc., a Delaware corporation  <p style="text-align: center;">Defendant/Respondent(s) (Abbreviated Title)</p>	No. <u>RG18915413</u>  Order  Complaint - Other Employment
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The Complaint - Other Employment was set for hearing on 09/18/2018 at 03:00 PM in Department 23 before the Honorable Brad Seligman. The Tentative Ruling was published and has not been contested.

IT IS HEREBY ORDERED THAT:

Case continued to 03:00 PM on 11/06/2018 in Department 23, Complex Determination Hearing, Administration Building, 1221 Oak Street, Oakland.

Dated: 09/18/2018



\_\_\_\_\_  
Courtroom Clerk Sonya Debaca

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Order

Superior Court of California, County of Alameda  
Rene C. Davidson Alameda County Courthouse

Case Number: RG18915413  
Order After Hearing Re: of 09/18/2018

**DECLARATION OF SERVICE BY MAIL**

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, addressed as shown on the foregoing document or on the attached, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed on 09/19/2018.

Chad Finke Executive Officer / Clerk of the Superior Court

By S. DeBora  
Deputy Clerk

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**Superior Court of California, County of Alameda  
Rene C. Davidson Alameda County Courthouse**

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Rezendes  <p style="text-align: center;">Plaintiff/Petitioner(s)</p> <p style="text-align: center;">VS.</p> <hr/> Ulta, Inc., a Delaware corporation  <p style="text-align: center;">Defendant/Respondent(s) (Abbreviated Title)</p>	No. <u>RG18915413</u>  Tentative Case Management Order
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This Tentative Case Management Order is issued by Judge Brad Seligman on 10/02/2018.

**ORDER re: CASE MANAGEMENT**

The Court has ordered the following after review of the case, including timely filed Case Management Statements, without a conference.

**FURTHER CONFERENCE**

A further Case Management Conference is scheduled for 12/18/2018 at 03:00 PM in Dept. 23.

This tentative case management order will become the order of the Court unless counsel or self-represented party notifies the Court and opposing counsel/self-represented party by email not less than one court day prior to the CMC that s/he intends to appear in person at the CMC to discuss some aspect of the order, and specifies the nature of the party's concern. The court may be reached at Dept.23@alameda.courts.ca.gov.

Counsel and self-represented litigants are reminded to check the court's register of action before appearing at any case management conference at least two days before any scheduled appearance to determine if the court has issued a tentative case management order. If published, this tentative case management order will become the order of the Court unless counsel or self-represented party notifies the Court and opposing counsel/self-represented party by email not less than one court day prior to the CMC that s/he intends to appear in person at the CMC to discuss some aspect of the order, and specifies the nature of the party's concern. (Please note that the Tentative Rulings postings on the website is for tentative rulings on law and motion matters and will not display tentative Case Management Orders. The tentative Case Management Orders are found in the Register of Action). The court may be reached at Dept.23@alameda.courts.ca.gov.

Plaintiff and Defense Counsel shall file Updated Case Management Statements (preferably joint) in compliance with CRC § 3.725, preferably on pleading paper rather than on Judicial Council Form CM-110, no later than five (5) court days prior to the CMC. **PARTIES ARE STRONGLY ENCOURAGED TO SERVE COURTESY COPIES ON THE COURT BECAUSE OF DELAYS IN SCANNING AS A RESULT OF BUDGET SHORTFALLS IN ALAMEDA COUNTY.**

**NOTICES**

Counsel for Plaintiff(s) must forthwith serve a copy of this order on all counsel of record and self-represented parties, and file proof of service.

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Any delay in the trial, caused by non-compliance with any order contained herein, shall be the subject of sanctions pursuant to CCP 177.5.

# EXHIBIT B

POS-015

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  <b>Corey B. Bennett</b> SBN: 267816                  Matern Law Group, PC                  One Market Plaza, Spear Tower, Suite 3676                  San Francisco, CA 94105                  TELEPHONE NO.: (415) 990-8390 FAX NO. (Optional): (310) 531-1901                  E-MAIL ADDRESS (Optional): cbennett@maternlawgroup.com                  ATTORNEY FOR (Name): Danielle Rezendes</p>	<p>FOR COURT USE ONLY</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA                  STREET ADDRESS: 1225 Fallon St.                  MAILING ADDRESS: 1225 Fallon St.                  CITY AND ZIP CODE: Oakland, 94612                  BRANCH NAME: Rene C. Davidson Alameda County Courthouse</p>	
<p>PLAINTIFF/PETITIONER: Danielle Rezendes                  DEFENDANT/RESPONDENT: Ulta, Inc., et al.</p>	
<p align="center"><b>NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL</b></p> <p align="right">CASE NUMBER: RG18915413</p>	

TO (Insert name of party being served): Ulta, Inc., a Delaware corporation


**NOTICE**

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: August 14, 2018

Corey B. Bennett  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

**ACKNOWLEDGMENT OF RECEIPT**

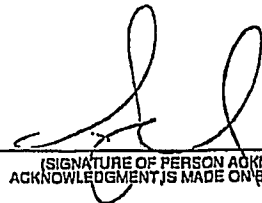
This acknowledges receipt of (to be completed by sender before mailing):

1.  A copy of the summons and of the complaint.
2.  Other (specify): Civil case cover sheet

(To be completed by recipient):

Date this form is signed:

Sept. 4, 2018  
(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,  
 ON WHOSE BEHALF THIS FORM IS SIGNED)

  
(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF  
 ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Corey B. Bennett Matern Law Group, PC One Market Plaza, Spear Tower, Suite 3676 San Francisco, CA 94105 TELEPHONE NO.: (415) 990-8390 FAX NO. (Optional): (310) 531-1901 E-MAIL ADDRESS (Optional): cbennett@maternlawgroup.com ATTORNEY FOR (Name): Danielle Rezendes	FOR COURT USE ONLY           CASE NUMBER: RG18915413
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon St. MAILING ADDRESS: 1225 Fallon St. CITY AND ZIP CODE: Oakland, 94612 BRANCH NAME: Rene C. Davidson Alameda County Courthouse	
PLAINTIFF/PETITIONER: Danielle Rezendes DEFENDANT/RESPONDENT: Ulta, Inc., et al.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	

TO (Insert name of party being served): Ulta Salon, Cosmetics & Fragrance, Inc., a Delaware corporation

**NOTICE**


The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: August 14, 2018

Corey B. Bennett

(TYPE OR PRINT NAME)



(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

**ACKNOWLEDGMENT OF RECEIPT**

This acknowledges receipt of (to be completed by sender before mailing):

- A copy of the summons and of the complaint.
- Other (specify): Civil case cover sheet

(To be completed by recipient):

Date this form is signed: 10/1/2018

Luis Arias, Ulta Salon, Cosmetics & Fragrance, Inc.

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)



(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)



# EXHIBIT C



**MATERN LAW GROUP, PC**

1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
www.maternlawgroup.com  
Tel: (310) 531-1900 | Fax: (310) 531-1901

May 9, 2018

**Via Online Submission**

California Labor & Workforce  
Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

**Via Certified U.S. Mail – Return  
Receipt Requested**

Ulta, Inc.  
c/o CSC Lawyers Incorporating Service  
251 Little Falls Dr  
Wilmington, DE 19808

**Via Certified U.S. Mail – Return  
Receipt Requested**

Ulta, Inc.  
1000 Remington Blvd., Suite 120  
Bolingbrook, IL 60440

**Via Certified U.S. Mail – Return  
Receipt Requested**

Ulta Salon, Cosmetics & Fragrance, Inc.  
1000 Remington Blvd., Suite 120  
Bolingbrook, IL 60440

**Via Certified U.S. Mail – Return  
Receipt Requested**

Ulta Salon, Cosmetics & Fragrance, Inc.  
c/o CSC Lawyers Incorporating Service  
251 Little Falls Dr  
Wilmington, DE 19808

**Re: Notice Pursuant to California Labor Code § 2699.3  
Employee: Danielle Rezendes  
Employers: Ulta, Inc., and Ulta Salon, Cosmetics & Fragrance, Inc.**

To Whom It May Concern:

This office represents Danielle Rezendes (“Ms. Rezendes”), who was employed by Ulta, Inc., and Ulta Salon, Cosmetics & Fragrance, Inc. (collectively, “Ulta Beauty”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 5-2001, which Ms. Rezendes alleges Ulta Beauty have violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Ulta Beauty in a court of law and/or

**MATERN LAW GROUP, PC**

May 9, 2018  
Page 2 of 9

administrative proceedings, as well as the imposition of substantial penalties and other remedies against Ulta Beauty. Enclosed please find a draft of Ms. Rezendes' proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice of Ms. Rezendes' demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Rezendes' employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135. A detailed preservation and non-spoliation of evidence letter will follow under separate cover.

We are investigating a potential class and representative action on behalf of Ulta Beauty's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 5-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Ms. Rezendes on behalf of herself and all other similarly-situated current and former non-exempt employees, including employees misclassified as exempt, of Ulta Beauty in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay for each workday a meal period was not provided; employees were not provided one hour of pay for each workday a rest break was not authorized and permitted; and employees were not paid proper minimum and overtime wages for all hours worked as required by California law.<sup>1</sup> Given the overtime, meal period and rest period violations and Ulta Beauty's failure to compensate their employees fully, as set forth above, employees' wage statements were

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<sup>1</sup> "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

**MATERN LAW GROUP, PC**

May 9, 2018  
Page 3 of 9

inaccurate and failed to comply with California law. In short, Ulta Beauty's unlawful employment practices and policies have deprived their employees of earned wages and other compensation.

**Failure to Provide Meal Periods**

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Rezendes and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. Ulta Beauty failed to provide their employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Rezendes' and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Ulta Beauty consistently failed to provide Ms. Rezendes and other aggrieved employees meal breaks because Ms. Rezendes and other aggrieved employees were given too much work to perform to take meal breaks.

Ulta Beauty further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Rezendes and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided.

**Failure to Authorize and Permit Rest Periods**

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Rezendes and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. Ulta Beauty failed to authorize and permit their employees to take required rest periods. Specifically, Ulta Beauty maintained a policy or practice of not authorizing and permitting Ms. Rezendes and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Ulta Beauty consistently failed to authorize and permit Ms. Rezendes and

**MATERN LAW GROUP, PC**

May 9, 2018  
Page 4 of 9

other similarly-situated individuals to take rest breaks because Ms. Rezendes and other similarly-situated individuals were given too much work to perform to take rest breaks. When Ms. Rezendes and other aggrieved employees were able to take rest breaks, Ulta Beauty failed to authorize and permit Ms. Rezendes and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

Ulta Beauty further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Rezendes and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

**Failure to Pay Minimum Wages**

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Ms. Rezendes and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. Ulta Beauty failed to pay Ms. Rezendes and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Rezendes and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Rezendes and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Rezendes and other aggrieved employees; failing to properly maintain Ms. Rezendes' and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Rezendes and other aggrieved employees for each pay period; and other methods to be discovered.

Ulta Beauty's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

**Failure to Pay Overtime Wages**

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Rezendes and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. Ulta Beauty failed to compensate Ms. Rezendes and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No.

**MATERN LAW GROUP, PC**

May 9, 2018

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5-2001, § 3; requiring, suffering or permitting Ms. Rezendes and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Rezendes and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Rezendes and other aggrieved employees; failing to properly maintain Ms. Rezendes' and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Rezendes and other aggrieved employees for each pay period; and other methods to be discovered.

In violation of California law, Ulta Beauty have refused to perform their obligations to compensate Ms. Rezendes and other aggrieved employees for all wages earned and all hours worked. Ulta Beauty's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

**Failure to Timely Pay All Wages Earned**

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Ulta Beauty failed to pay Ms. Rezendes and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Ulta Beauty required Ms. Rezendes and other aggrieved employees to work off-the-clock without compensation and required Ms. Rezendes and other aggrieved employees to work through required meal breaks without compensation. Additionally, Ulta Beauty failed to pay Ms. Rezendes and other aggrieved employees premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Ulta Beauty also failed to pay Ms. Rezendes and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Ulta Beauty knew they were required to pay overtime wages, yet on many occasions failed to pay Ms. Rezendes and other aggrieved employees overtime wages on any payday.

**Failure to Pay All Wages Due Upon Separation**

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all

**MATERN LAW GROUP, PC**

May 9, 2018

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accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Ulta Beauty willfully failed to pay accrued wages and other compensation to Ms. Rezendes and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because Ulta Beauty required Ms. Rezendes and other aggrieved employees to work off-the-clock without compensation and through required meal breaks without compensation and failed to pay Ms. Rezendes and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Ulta Beauty failed and continue to fail to pay the full earned and unpaid wages due to Ms. Rezendes and other aggrieved employees upon separation.

**Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Ulta Beauty failed to provide Ms. Rezendes and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Rezendes and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 5-2001, § 7.

Specifically, Ulta Beauty had knowledge they were not providing their employees with proper meal and rest breaks; nevertheless, Ulta Beauty knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, Ms. Rezendes and other aggrieved employees lost wages. In addition, Ulta Beauty had knowledge they were requiring employees to work off-the-clock and were not properly compensating their employees



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for all hours worked, yet Ulta Beauty knowingly failed to include this time worked in the wage statements. As a result, Ms. Rezendes and other aggrieved employees lost wages. Ulta Beauty also did not properly calculate the regular rate of pay of Ms. Rezendes and other aggrieved employees. As a result, Ms. Rezendes' and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

**Failure to Maintain Required Records**

Ulta Beauty failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, Ulta Beauty had knowledge they were not providing their employees with proper meal and rest breaks; nevertheless, Ulta Beauty knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Ulta Beauty had knowledge they were requiring employees to work off-the-clock and were not properly compensating their employees for all hours worked, yet Ulta Beauty knowingly failed to include this time worked in the regular rate of pay of aggrieved employees.

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer. Ulta Beauty failed to indemnify Ms. Rezendes and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Ulta Beauty, including but not limited to expenses for cell phones, uniforms, travel-related expenses, and other employment-related expenses, in violation of Labor Code § 2802.

\*\*\*

This notice is hereby given to Ulta Beauty and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Ulta Beauty, or any related or alter-ego company, corporation, partnership, and/or

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business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

**This notice shall further represent Ms. Rezendes' reasonable attempt to settle his/her dispute with Ulta Beauty prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Ulta Beauty of Ms. Rezendes' aforementioned grievances and the proposed remedies as detailed below, while affording Ulta Beauty reasonable opportunity to meet Ms. Rezendes' demands.**

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Ulta Beauty shall pay Ms. Rezendes and all other similarly-situated persons employed by Ulta Beauty at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. Ulta Beauty shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.
3. Ulta Beauty shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the and the number of employees who were required to pay for cell phones, uniforms, travel-related expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. Ulta Beauty shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Ulta Beauty also shall pay each employee one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.
5. Ulta Beauty shall reimburse those employees who were forced to pay for any business expenses incurred for Ulta Beauty's benefit, including but not limited to cell phone, uniform, and travel-related expenses.
6. Ulta Beauty shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

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7. Ulta Beauty shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.


8. Ulta Beauty shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or Ulta Beauty require additional information regarding Ms. Rezendes' complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

**MATERN LAW GROUP, PC**

  
Corey B. Bennett

1 MATERN LAW GROUP, PC  
2 MATTHEW J. MATERN (SBN 159798)  
3 JOSHUA D. BOXER (SBN 226712)  
4 1230 Rosecrans Avenue, Suite 200  
5 Manhattan Beach, CA 90266  
6 Telephone: (310) 531-1900  
7 Facsimile: (310) 531-1901  
8 Email: [mmatern@maternlawgroup.com](mailto:mmatern@maternlawgroup.com)  
9 [jboxer@maternlawgroup.com](mailto:jboxer@maternlawgroup.com)

10 MATERN LAW GROUP, PC  
11 COREY B. BENNETT (SBN 267816)  
12 One Market Street, Suite 3676  
13 San Francisco, CA 94105  
14 Telephone: (855) 888-2651  
15 Facsimile: (310) 531-1901  
16 Email: [cbennett@maternlawgroup.com](mailto:cbennett@maternlawgroup.com)

17 Attorneys for Plaintiff DANIELLE REZENDES  
18 individually, and on behalf of others similarly situated

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF ALAMEDA

21 DANIELLE REZENDES, an individual, and  
22 on behalf of others similarly situated

23 Plaintiff,

24 vs.

25 ULTA, INC., a Delaware corporation; ULTA  
26 SALON, COSMETICS & FRAGRANCE,  
27 INC., a Delaware corporation; and DOES 1  
28 through 50, inclusive,

Defendants

CASE NO.:

**COMPLAINT**

**CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay All Wages Due to Discharged and Quitting Employees
5. Failure to Maintain Required Records
6. Failure to Furnish Accurate Itemized Wage Statements
7. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

8. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

1 PLAINTIFF DANIELLE REZENDES ("PLAINTIFF") an individual, demanding a jury trial, on  
2 behalf of herself and other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because  
5 PLAINTIFF is a resident of the State of California, and Defendants ULTA, INC., a Delaware corporation;  
6 ULTA SALON, COSMETICS & FRAGRANCE, INC., a Delaware corporation; and DOES 1 through 50  
7 inclusive (collectively "DEFENDANTS"), are qualified to do business in California and regularly conduct  
8 business in California. Further, no federal question is at issue because the claims are based solely on  
9 California law.

10 2. Venue is proper in this judicial district and the County of Alameda, California because  
11 PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of  
12 Alameda, DEFENDANTS maintain offices and facilities and transact business in the County of  
13 Alameda, and because DEFENDANTS' illegal payroll policies and practices which are the subject of  
14 this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the  
15 County of Alameda.

16 **PLAINTIFF**

17 3. PLAINTIFF is a male resident of the State of California and a former employee of  
18 DEFENDANTS.

19 4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-  
20 exempt employees of DEFENDANTS in the State of California at any time during the four years  
21 preceding the filing of this action, and continuing while this action is pending, brings this class action to  
22 recover, among other things, wages and penalties from unpaid wages earned and due, including but not  
23 limited to unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal  
24 and rest period policies, failure to pay all wages due to discharged and quitting employees, failure to  
25 indemnify employees for necessary expenditures and/or losses incurred in discharging their duties,  
26 failure to provide accurate itemized wage statements, failure to maintain required records, and interest,  
27 attorneys' fees, costs, and expenses.

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1 5. PLAINTIFF brings this action on behalf of herself and the following similarly situated  
2 class of individuals ("CLASS MEMBERS"): all current and former non-exempt employees of  
3 DEFENDANTS in the State of California at any time within the period beginning four (4) years prior  
4 to the filing of this action and ending at the time this action settles or proceeds to final judgment (the  
5 "CLASS PERIOD"). PLAINTIFF reserves the right to name additional class representatives.

6 DEFENDANTS

7 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT ULTA,  
8 INC.; is, and at all times relevant hereto was, a Delaware corporation organized and existing under the  
9 laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that  
10 DEFENDANT ULTA, INC. is authorized to conduct business in the State of California, and does  
11 conduct business in the State of California. Specifically, DEFENDANT ULTA, INC. maintains offices  
12 and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County  
13 of Alameda, State of California.

14 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT ULTA  
15 SALON, COSMETICS & FRAGRANCE, INC.; is, and at all times relevant hereto was, a Delaware  
16 corporation organized and existing under the laws of the State of California. PLAINTIFF is further  
17 informed and believes, and thereon alleges, that DEFENDANT ULTA SALON, COSMETICS &  
18 FRAGRANCE, INC. is authorized to conduct business in the State of California, and does conduct  
19 business in the State of California. Specifically, DEFENDANT ULTA SALON, COSMETICS &  
20 FRAGRANCE, INC. maintains offices and facilities and conducts business in, and engages in illegal  
21 payroll practices or policies in, the County of Alameda, State of California.

22 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
23 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious names.  
24 PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is  
25 in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS  
26 MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct of such  
27 DOE Defendants. PLAINTIFF will seek leave of the court to amend this Complaint to allege their true  
28 names and capacities of such DOE Defendants when ascertained.

1 9. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF  
2 and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege, that at all times  
3 material to this complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated  
4 enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized  
5 agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant  
6 was completely dominated by his, her or its co-Defendant, and each was the alter ego of the other.

7 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed by  
8 DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied.  
9 In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant  
10 to, and in furtherance of, their policies and practices of not paying PLAINTIFF and CLASS MEMBERS  
11 all wages earned and due, through methods and schemes which include, but are not limited to, failing to  
12 pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records;  
13 failing to provide accurate itemized statements for each pay period; failing to properly compensate  
14 PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering  
15 the employees to work off the clock, in violation of the California Labor Code and the applicable  
16 Welfare Commission ("IWC") Orders.

17 11. PLAINTIFF is informed and believes, and thereon allege, that each and every one of the  
18 acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each  
19 acting as agents and/or employees, and/or under the direction and control of, each of the other  
20 DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency,  
21 employment and/or direction and control.

22 12. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF  
23 and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet  
24 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

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**CLASS ACTION DESIGNATION**

13. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

**FIRST CAUSE OF ACTION**

**Failure to Provide Required Meal Periods**

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]

(Against all DEFENDANTS)

14. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 5-2001, § 11.

16. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order

1 No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided  
2 with a meal period, in accordance with the applicable wage order, one additional hour of compensation  
3 at each employee's regular rate of pay for each workday that a meal period was not provided.

4 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and  
5 IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all  
6 hours worked during their meal periods.

7 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
8 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and  
9 due, interest, penalties, expenses, and costs of suit..

10 **SECOND CAUSE OF ACTION**

11 **Failure to Provide Required Rest Periods**

12 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

13 **(Against all DEFENDANTS)**

14 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
15 allegations in the foregoing paragraphs.

16 20. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
17 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to  
18 provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code  
19 §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

20 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order  
21 No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a  
22 rest period, in accordance with the applicable wage order, one additional hour of compensation at each  
23 employee's regular rate of pay for each workday that a rest period was not provided.

24 22. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
25 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and  
26 due, interest, penalties, expenses, and costs of suit.

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**THIRD CAUSE OF ACTION**

**Failure to Pay Overtime Wages**

**[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

**(Against all DEFENDANTS)**

23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

26. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and

1 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on  
2 such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform  
3 their obligations under state law, all to their respective damages in amounts according to proof at time of  
4 trial, and within the jurisdiction of this Court.

5 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194,  
6 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203,  
7 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC  
8 Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages  
9 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **FOURTH CAUSE OF ACTION**

11 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

12 **[Cal. Labor Code §§ 201, 202, 203]**

13 **(Against all DEFENDANTS)**

14 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
15 allegations in the foregoing paragraphs.

16 29. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to  
17 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201  
18 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the  
19 time of discharge are due and payable immediately.

20 30. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to  
21 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her  
22 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in  
23 which case the employee is entitled to his or her wages at the time of quitting.

24 31. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
25 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or  
26 who quits, the employer is liable for waiting time penalties in the form of continued compensation to the  
27 employee at the same rate for up to 30 workdays.

28 32. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages

1 and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor  
2 Code §§ 201 and 202.

3 33. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory  
4 penalties, including the waiting time penalties provided in California Labor Code § 203, together with  
5 interest thereon, as well as other available remedies.

6 34. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF  
7 and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the  
8 time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts,  
9 plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and  
10 2699.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Maintain Required Records**

13 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

14 **(Against all DEFENDANTS)**

15 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
16 allegations in the foregoing paragraphs.

17 36. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and  
18 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS  
19 knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226,  
20 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to the following records: total  
21 daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time  
22 records showing when each employee begins and ends each work period; and accurate itemized  
23 statements.

24 37. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF  
25 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to  
26 all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are  
27 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to  
28 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable

1 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as  
2 other available remedies.

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Furnish Accurate Itemized Wage Statements**

5 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

6 **(Against all DEFENDANTS)**

7 38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
8 allegations in the foregoing paragraphs.

9 39. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF  
10 and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each  
11 employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and  
12 address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable  
13 hourly rates in effect during each pay period and the corresponding number of hours worked at each  
14 hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

15 40. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to  
16 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
17 accordance with California Labor Code § 226(a).

18 41. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF  
19 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
20 earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to  
21 all available statutory penalties, including but not limited to civil penalties pursuant to California Labor  
22 Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,  
23 including but not limited to those provided in California Labor Code § 226(e), as well as other available  
24 remedies.

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**SEVENTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

43. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

44. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

45. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

46. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-gotten

1 gains and to restore them to PLAINTIFF and CLASS MEMBERS.

2 47. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS  
3 MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that  
4 DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages  
5 and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS are  
6 entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to proof  
7 at the time of trial, but in excess of the jurisdiction of this Court.

8 **EIGHTH CAUSE OF ACTION**

9 **Representative Action for Civil Penalties**

10 **[Cal. Labor Code §§ 2698–2699.5]**

11 **(Against All DEFENDANTS)**

12  
13 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
14 allegations in the foregoing paragraphs.

15 49. PLAINTIFF is an "aggrieved employee" within the meaning of California Labor Code  
16 § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and  
17 former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code  
18 § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS and the  
19 alleged violations of the California Labor Code were committed against PLAINTIFF and CLASS  
20 MEMBERS.

21 50. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code  
22 §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil penalties, including but  
23 not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC  
24 Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the violations set forth  
25 above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226,  
26 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also  
27 entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor Code  
28 § 2699(g)(1).



1 51. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on May 9,  
2 2018 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by  
3 certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage  
4 Orders alleged to have been violated, including the facts and theories to support the alleged violations.  
5 More than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that it  
6 intends to investigate the alleged violations.

7 52. Therefore, PLAINTIFF has complied with all of the requirements set forth in California  
8 Labor Code § 2699.3 to commence a representative action under PAGA.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly situated,  
11 respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of  
12 them, as follows:

- 13 1. For compensatory damages in an amount to be ascertained at trial;
- 14 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as  
15 disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 16 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and  
17 IWC Wage Order No. 5-2001;
- 18 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 19 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating  
20 the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in  
21 the unlawful business practices complained of herein;
- 22 6. For waiting time penalties pursuant to California Labor Code § 203;
- 23 7. For statutory and civil penalties according to proof, including but not limited to all  
24 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 25 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code  
26 §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision  
27 providing for pre-judgment interest;
- 28 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code §§ 1194,

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2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;

10. For declaratory relief;

11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action as a class action;

12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

13. For such further relief that the Court may deem just and proper.

DATED: May 9, 2018

Respectfully submitted,  
MATERN LAW GROUP, PC

By: \_\_\_\_\_

MATTHEW J. MATERN  
JOSHUA D. BOXER  
COREY B. BENNETT  
Attorneys for Plaintiff  
DANIELLE REZENDES, individually, and  
on behalf of other persons similarly situated

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**DEMAND FOR JURY TRIAL**

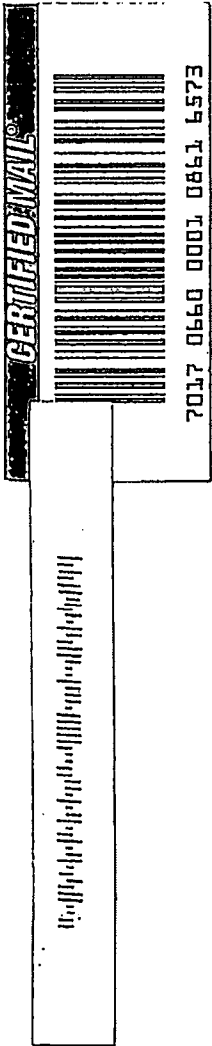
PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: May 9, 2018

Respectfully submitted,  
**MATERN LAW GROUP, PC**

By: \_\_\_\_\_

MATTHEW J. MATERN  
JOSHUA D. BOXER  
COREY B. BENNETT  
Attorneys for Plaintiff  
DANIELLE REZENDES, individually, and  
on behalf of other persons similarly situated



**WPC**  
 WASHINGTON POST CERTIFIED MAIL, PC

1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266

ULTA, Inc.  
 c/o CSC Lawyers Incorporating Service  
 251 Little Falls Drive  
 Wilmington, DE 19808

1 KAI-CHING CHA, Bar No. 218738  
 kcha@littler.com  
 2 JULIE A. STOCKTON, Bar No. 286944  
 jstockton@littler.com  
 3 LUIS F. ARIAS, Bar No. 317819  
 larias@littler.com  
 4 LITTLER MENDELSON, P.C.  
 333 Bush Street,  
 5 34th Floor  
 San Francisco, CA 94104  
 6 Telephone: 415.433.1940  
 Fax No.: 415.399.8490

7 Attorneys for Defendants  
 8 ULTA, INC. and ULTA SALON, COSMETICS &  
 FRAGRANCE, INC.

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11 DANIELLE REZENDES, an individual,  
 12 and on behalf of others similarly situated,

13 Plaintiff,

14 v.

15 ULTA, INC., a Delaware Corporation;  
 16 ULTA SALON, COSMETICS &  
 FRAGRANCE, INC., a Delaware  
 17 corporation; and DOES 1 through 50,  
 inclusive,

18 Defendants.

Case No. \_\_\_\_\_

**CERTIFICATE OF SERVICE**

(Alameda County Superior Court  
 Case No.: RG18915413)

1 I am employed in San Francisco County, California. I am over the age of eighteen  
2 years and not a party to the within-entitled action. My business address is 333 Bush Street, 34th  
3 Floor, San Francisco, California 94104. I am readily familiar with this firm's practice for collection  
4 and processing of correspondence for mailing with the United States Postal Service. On **October 4,**  
5 **2018,** I placed with this firm at the above address for deposit with the United States Postal Service a  
6 true and correct copy of the within documents attached hereto as:

- 7 **1. Defendants' Notice to Federal Court of Removal**
- 8 **2. Civil Cover Sheet**
- 9 **3. Defendants' Corporate Disclosure Statement;**
- 10 **4. Defendants' Certification of Interested Entities or Persons**

11 in a sealed envelope, postage fully paid, addressed as follows:

12 MATERN LAW GROCP, PC  
13 MATTHEW J. MATERN  
14 JOSHUA D. BOXER  
15 1230 Rosecrans Avenue, Suite 200  
16 Manhattan Beach, CA 90266

MATERN LAW GROCP, PC  
COREY B. BENNETT  
One Market Street, Suite 3676  
8 San Francisco, CA 94105

17 Following ordinary business practices, the envelope was sealed and placed for  
18 collection and mailing on this date, and would, in the ordinary course of business, be deposited with  
19 the United States Postal Service on this date. I declare that I am employed in the office of a member  
20 of the bar of this court at whose direction the service was made. Executed on October 4, 2018, at  
21 San Francisco, California.

22   
Cathy Grandison

23 Firmwide:155837988.1 086761.1025

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ulta Named in Unpaid Wage Class Action in California](#)

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