

# **EXHIBIT A**

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange

**11/13/2017 at 08:00:00 AM**  
Clerk of the Superior Court  
By Georgina Ramirez, Deputy Clerk

1 WILLIAM L. MARDER, ESQ. (CBN 170131)  
2 **Polaris Law Group LLP**  
3 501 San Benito Street, Suite 200  
4 Hollister, CA 95023  
5 Tel: (831) 531-4214  
6 Fax: (831) 634-0333

7 Dennis S. Hyun (State Bar No. 224240)  
8 **HYUN LEGAL, APC**  
9 515 S. Figueroa Street, Suite 1250  
10 Los Angeles, California 90071  
11 (213) 488-6555  
12 (213) 488-6554 facsimile

13 Edward W. Choi, Esq. SBN 211334  
14 **LAW OFFICES OF CHOI & ASSOCIATES**  
15 A Professional Corporation  
16 515 S. Figueroa St., Suite 1250  
17 Los Angeles, CA 90071  
18 Telephone: (213) 381-1515  
19 Facsimile: (213) 465-4885

20 Attorneys for Plaintiff and the Class

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
22 FOR THE COUNTY OF ORANGE - COMPLEX

Judge Kim G. Dunning

23 JULIE ZEPEDA, individually and on behalf of  
24 all others similarly situated,

25 Plaintiff,

26 vs.

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

Defendants.

Case No. 30-2017-00955264-CU-DE-CXC

CX-104

**CLASS ACTION COMPLAINT FOR  
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE § 226;
- (2) VIOLATION OF LABOR CODE §§ 510, 558, AND 1194;
- (3) VIOLATION OF LABOR CODE §§ 201-203; AND
- (4) VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200, *ET SEQ.*

**DEMAND FOR JURY TRIAL**

1 Plaintiff Julie Zepeda (“Plaintiff”) hereby submits this Class Action Complaint against  
2 Defendants Ulta Cosmetics & Fragrance, Inc., a Delaware Corporation (“Defendant” or the  
3 “Company”), and Does 1-50 (hereinafter collectively referred to as “Defendants”), on behalf of herself  
4 and the Class of all other similarly situated current and former employees of Defendants for penalties  
5 and/or damages for failure to provide accurate itemized wage statements, failure to pay overtime,  
6 penalties under California Labor Code statutes, penalties and/or damages for unfair business practices in  
7 violation of Business and Professions Code § 17200, *et seq.*, and for restitution as follows:

8 **INTRODUCTION**

9 1. This class action is within the Court’s jurisdiction under California Labor Code §§ 201-  
10 203, 226, 510, 558, 1194, the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and  
11 the California Unfair Competition Law (the “UCL”), codified at California Business and Professions  
12 Code § 17200, *et seq.*

13 2. This Complaint challenges systemic illegal employment practices resulting in violations  
14 of the California Labor Code and Business and Professions Code against employees of Defendants.

15 3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and  
16 severally have acted intentionally and with deliberate indifference and conscious disregard to the rights  
17 of all employees by failing to provide accurate itemized wage statements, failing to timely pay wages  
18 and failing to pay overtime at the correct, higher regular rate of pay as to Plaintiff and the Class.

19 4. Plaintiff is informed and believes and based thereon alleges that Defendants have  
20 engaged in, among other things a system of willful violations of the California Labor Code, Business  
21 and Professions Code and applicable IWC Wage Orders by creating and maintaining policies, practices  
22 and customs that knowingly deny employees the above stated rights and benefits.

23 5. The policies, practices and customs of defendants described above and below have  
24 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that  
25 routinely adhere to the strictures of the California Labor Code and the California Business and  
26 Professions Code.

27 **JURISDICTION AND VENUE**

28 6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203,

1 226, 510, 558, and 1194 and the UCL.

2 7. Venue is proper in Orange County because Plaintiff worked for Defendants in this  
3 County.

4 **PARTIES**

5 8. Since or about October 24, 2017, through on or about December 27, 2016, Plaintiff has  
6 worked for Defendants as a non-exempt employee. Plaintiff was and is a victim of the policies,  
7 practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff  
8 of the rights guaranteed by California Labor Code §§ 201-203, 226, 510, 558, and 1194, the applicable  
9 IWC Wage Orders, and the UCL.

10 9. Plaintiff is informed and believes and based thereon alleges that Defendant was and is a  
11 Delaware Corporation doing business in the State of California as a cosmetics retailer and beauty  
12 salon.

13 10. Plaintiff is informed and believes and based thereon alleges that at all times herein  
14 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and  
15 partnerships, licensed to do business and actually doing business in the State of California.

16 11. As such, and based upon all the facts and circumstances incident to Defendants'  
17 business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 510, 558,  
18 and 1194, IWC Wage Orders and the UCL.

19 12. Plaintiff does not know the true names or capacities, whether individual, partner or  
20 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said  
21 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint  
22 when the true names and capacities are known. Plaintiff is informed and believes and based thereon  
23 alleges that each of said fictitious Defendants was responsible in some way for the matters alleged  
24 herein and proximately caused Plaintiff and members of the general public and class to be subject to  
the illegal employment practices, wrongs and injuries complained of herein.

25 13. At all times herein mentioned, each of said Defendants participated in the doing of the  
26 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,  
27 and each of them, were the agents, servants and employees of each of the other Defendants, as well as  
28

1 the agents of all Defendants, and at all times herein mentioned, were acting within the course and  
2 scope of said agency and employment.

3 14. Plaintiff is informed and believes and based thereon alleges that at all times material  
4 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer  
5 of, or working in concert with each of the other co-Defendants and was acting within the course and  
6 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,  
7 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants  
8 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

9 15. At all times herein mentioned, Defendants, and each of them, were members of, and  
10 engaged in, a joint venture, partnership and common enterprise, and acting within the course and  
11 scope of, and in pursuance of, said joint venture, partnership and common enterprise.

12 16. At all times herein mentioned, the acts and omissions of various Defendants, and each  
13 of them, concurred and contributed to the various acts and omissions of each and all of the other  
14 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein  
15 mentioned, Defendants, and each of them, ratified each and every act or omission complained of  
16 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts  
17 and omissions of each and all of the other Defendants in proximately causing the damages as herein  
18 alleged.

19 **CLASS ACTION ALLEGATIONS**

20 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to  
21 California Code of Civil Procedure § 382, of a class of all current and former non-exempt nurse  
22 employees who worked for Defendants at any time during the period of time from November 13,  
23 2013, to the present, in the State of California. The Classes consists of the following classes and  
24 subclasses:

- 25 a. All current and former non-exempt employees who worked for Defendant in  
26 California at any time from November 13, 2013, through the present, who received overtime  
27 pay and non-discretionary pay in the same pay period, including without limitation, tips and/or  
28 commissions ("REGULAR RATE CLASS");

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

b. All of Defendant's past and present California employees who worked for Defendant from November 13, 2016, through the present who received itemized wage statements and were paid any double-time wages ("DOUBLE-TIME WAGE STATEMENT CLASS");

c. All of Defendant's past and present California employees who worked for Defendant from November 13, 2016, through the present who received itemized wage statements and worked overtime and earned non-discretionary pay in the same pay period, including without limitation, tips and/or commissions ("REGULAR RATE WAGE STATEMENT CLASS"); and

d. All of Defendant's employees who worked for Defendant in California at any time from November 13, 2014, through the present, whose employment was separated for any reason (voluntary or involuntary), including without limitation, resignation, termination, and/or lay-off, and who received any of their wages after their separation of employment ("203 CLASS").

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and believes and based thereon alleges that Defendants: (a) failed to provide accurate itemized wage statements in violation of Labor Code § 226; (b) failed to pay overtime based on the correct regular rate; (c) failed to timely pay final wages to separated employees in violation of Labor Code §§ 201-203; and (d) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, including without limitation, California Labor Code §§ 201-203, 226, 510, 558, 1194, and the applicable IWC Wage Orders.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

1           20. Defendants uniformly administered a corporate policy, practice of: (a) failing to  
2 provide accurate itemized wage statements in violation of Labor Code § 226 for Plaintiff and the  
3 Class; (b) failing to pay overtime at the higher, correct regular rate of pay in violation of Labor Code  
4 §§ 510, 558, and 1194; (c) failing to timely pay final wages to separated employees in violation of  
5 Labor Code § 203; and (d) engaging in Unfair Business Practices in violation of the UCL, all in  
6 violation of the California Labor Code and applicable IWC Wage Orders.

7           21. **Common Question of Law and Fact:** There are predominant common questions of  
8 law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning  
9 Defendants: (a) failing to provide accurate itemized wage statements in violation of Labor Code § 226  
10 for Plaintiff and the Class; (b) failing to pay overtime at the higher, correct regular rate of pay in  
11 violation of Labor Code §§ 510, 558, and 1194; (c) failing to timely pay wages to separated  
12 employees in violation of Labor Code §§ 201-203; and (d) engaging in Unfair Business Practices in  
13 violation of the UCL, all in violation of the California Labor Code and applicable IWC Wage Orders.

14           22. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the  
15 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner  
16 as the Class members. As with other non-exempt employees, Defendant paid Plaintiff additional non-  
17 discretionary remuneration, including tips and commissions. When Plaintiff worked overtime in pay  
18 periods when she was paid additional non-discretionary remuneration, the overtime rate should have  
19 been higher based on the correct calculation of the regular rate of pay when taking into account all  
20 non-discretionary remuneration, including tips and commissions. Plaintiff and Class Members,  
21 therefore, did not receive all overtime pay as required by law. As with other Class Members, Plaintiff  
22 is also a victim of Defendant's violation Labor Code § 226(a). Labor Code § 226(a)(9) requires the  
23 employer to accurately identify all applicable hourly rates and hours worked in effect during the pay  
24 period. However, Defendant's wage statements failed to comply. For example, on Plaintiff's wage  
25 statements, the Double Time pay rate was identified as \$10.50. The true "Double Time" rate should  
26 have been \$21. This is an undisputed violation of California Labor Code § 226(a)(9). This violation is  
27 applicable to Class Members who received pay statements which inaccurately identified the double  
28 time rate. Further, Plaintiff's wage statements erroneously identified the overtime hourly rates in pay

1 periods in which she earned additional non-discretionary remuneration and worked overtime.

2 Moreover, Plaintiff was paid her final wages late in violation of Labor Code § 203. Specifically,  
3 pursuant to Labor Code § 202, if an employee gives 72-hours' notice of resignation, the employer  
4 must pay the employee all wages at the time of quitting. Here, Plaintiff gave notice of her intent to  
5 quit on October 13, 2017, with a requested separation date of October 27, 2017. Defendant, however,  
6 refused to allow Plaintiff to work until October 27, 2017, and instead permitted Plaintiff to work only  
7 until October 24, 2017. Nevertheless, Defendant paid Plaintiff her final wages on October 27, 2017,  
8 which is an undisputed violation of Labor Code §§ 202 and 203. As such, Plaintiff is a member of the  
9 Class and has suffered the alleged violations of California Labor Code §§ 201-203, 226, 510, 558, and  
10 1194, and the applicable IWC Wage Orders.

11 23. The California Labor Code and upon which Plaintiff bases these claims is broadly  
12 remedial in nature. These laws and labor standards serve an important public interest in establishing  
13 minimum working conditions and standards in California. These laws and labor standards protect the  
14 average working employee from exploitation by employers who may seek to take advantage of  
15 superior economic and bargaining power in setting onerous terms and conditions of employment.

16 24. The nature of this action and the format of laws available to Plaintiff and members of  
17 the Class identified herein make the class action format a particularly efficient and appropriate  
18 procedure to redress the wrongs alleged herein. If each employee were required to file an individual  
19 lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would  
20 be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly  
21 superior financial and legal resources. Requiring each Class member to pursue an individual remedy  
22 would also discourage the assertion of lawful claims by employees who would be disinclined to file an  
23 action against their former and/or current employer for real and justifiable fear of retaliation and  
24 permanent damage to their careers at subsequent employment.

25 25. The prosecution of separate actions by the individual class members, even if possible,  
26 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual  
27 Class members against the Defendants and which would establish potentially incompatible standards  
28 of conduct for the Defendants, and/or (b) adjudications with respect to individual Class members



1 which would, as a practical matter, be dispositive of the interest of the other Class members not parties  
2 to the adjudications or which would substantially impair or impede the ability of the Class members to  
3 protect their interests. Further, the claims of the individual members of the Class are not sufficiently  
4 large to warrant vigorous individual prosecution considering all of the concomitant costs and  
5 expenses.

6 26. Such a pattern, practice and uniform administration of corporate policy regarding  
7 illegal employee compensation described herein is unlawful and creates an entitlement to recovery by  
8 the Plaintiff and the Class identified herein, in a civil action for all damages and unpaid wages,  
9 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according  
10 to the mandate of California Labor Code §§ 218.5, 226, 510, 558, 1194, the applicable IWC Wage  
11 Orders and Code of Civil Procedure § 1021.5.

12 27. Proof of a common business practice or factual pattern, which the named Plaintiff  
13 experienced and are representative of, will establish the right of each of the members of the Class to  
14 recovery on the causes of action alleged herein.

15 28. The Class is commonly entitled to a specific fund with respect to the compensation  
16 illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those  
17 funds being improperly withheld by Defendants. This action is brought for the benefit of the entire  
18 class and will result in the creation of a common fund.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 226**

21 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)**

22 29. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 28 as though  
23 fully set for herein.

24 30. Defendants failed in their affirmative obligation to provide accurate itemized wage  
25 statements. Labor Code § 226(a)(9) requires the employer to accurately identify all applicable hourly  
26 rates and hours worked in effect during the pay period. However, Defendant's wage statements failed  
27 to comply. For example, on Plaintiff's wage statements, the Double Time pay rate was identified as  
28

1 \$10.50. The true "Double Time" rate should have been \$21. This is an undisputed violation of  
2 California Labor Code §226(a)(9). This violation is applicable to Class Members who received pay  
3 statements which inaccurately identified the double time rate. Further, Plaintiff's wage statements  
4 erroneously identified the overtime hourly rates in pay periods in which she earned additional non-  
5 discretionary remuneration and worked overtime.

6 31. Such a pattern, practice and uniform administration of corporate policy as described  
7 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified  
8 herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest  
9 thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

10 **SECOND CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

12 **(AGAINST ALL DEFENDANTS BY ALL PLAINTIFF AND THE CLASS)**

13 32. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as though  
14 fully set for herein.

15 33. At all relevant times, Defendant was required to compensate its employees proper  
16 overtime wages for overtime hours worked pursuant to California Labor Code §§ 510, 558 and 1194.  
17 Plaintiff and the Class were and are employed by Defendant as non-exempt employees and, thus,  
18 Plaintiff and the Class are entitled to overtime wages. During their employment with Defendant,  
19 Plaintiff and the Class worked overtime hours. Specifically, Plaintiff and the Class worked more than  
20 8 hours in a workday and/or 40 hours in a workweek, without being paid the proper amount of  
21 overtime pay. During their employment with Defendant, including during pay periods wherein  
22 Plaintiff and the Class worked overtime, Plaintiff and the Class also earned additional non-  
23 discretionary incentive pay, including without limitation, tips and/or commissions. Defendant, as a  
24 corporate-wide practice and policy, did not calculate and/or factor such remuneration into the regular  
25 rate of pay for purposes of calculating revised and increased overtime pay, and as such, owes Plaintiff  
26 and the Class additional overtime pay.

1 34. Plaintiff is informed and believes and based thereon alleges that Defendant's policy and  
2 practice of requiring overtime work and not paying for said work according to the overtime mandates  
3 of California law is, and at all times herein mentioned was in violation of California Labor Code §§  
4 510, 558, and 1194 and the IWC Wage Order(s). Defendant's employment policies and practices  
5 wrongfully and illegally failed to compensate Plaintiff the Class for overtime compensation earned as  
6 required by California law.

7 35. Plaintiff is informed and believes and based thereon alleges that Defendant willfully  
8 failed to pay employees proper compensation for all hours worked. Plaintiff is informed and believes  
9 and based thereon alleges that Defendant's willful failure to provide all wages due and owing them  
10 upon separation from employment results in a continued payment of wages up to thirty (30) days from  
11 the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated  
12 from employment are entitled to compensation pursuant to Labor Code § 203.

13 36. Such a pattern, practice and uniform administration of corporate policy regarding  
14 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery  
15 by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of overtime  
16 premiums owing, including interest thereon, penalties, attorneys' fees, and costs of suit according to  
17 the mandate of California Labor Code §§ 218.5, 510 and 1194.

18 **THIRD CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE §§ 201-203**

20 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

21 37. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as though  
22 fully set for herein.

23 38. Labor Code § 201 provides that all wages earned and unpaid at the time of an  
24 employee's discharge are due and payable immediately. Labor Code § 202 provides that, in the case  
25 of an employee who resigns or quits, such wages must be paid not later than 72 hours thereafter,  
26 unless the employee has given 72 hours previous notice, in which case the employee must be paid all  
27 wages due and earned at the time of quitting. Labor Code § 203 provides that an employer who  
28

1 willfully fails to pay such wages due to an employee who is discharged or quits must pay that  
2 employee waiting-time penalties in the form of a day's wages up to 30 days until all of the wages  
3 owed are paid.

4 39. As a pattern and practice, Defendants regularly and willfully failed and refused to pay  
5 all wages due and earned to discharged employees at the time of their termination, or within 72 hours  
6 of employees who quit and/or have resigned, or at the time of termination for those employees who  
7 gave 72 hours' notice. More specifically, Defendants did not pay all wages owed to employees at the  
8 time of their discharge, at the time of quitting for employees who gave 72 hours' notice of their intent  
9 to resign, or within 72 hours of their resignation for employees who did not give notice, as required by  
10 Labor Code §§ 201-203.

11 40. As such, Defendants had a uniform corporate pattern and practice and procedure  
12 regarding the above practices in violation of California Labor Code §§ 201-203.

13 41. Such a pattern, practice and uniform administration of corporate policy regarding  
14 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery  
15 by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed, including  
16 interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California  
17 Labor Code §§ 201-203, and 218.5.

18 **FOURTH CAUSE OF ACTION**

19 **FOR VIOLATIONS OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

20 **(AGAINST ALL DEFENDANTS BY ALL PLAINTIFF AND THE CLASS)**

21 42. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 41 as though  
22 fully set for herein.

23 43. Defendants, and each of them, have engaged and continue to engage in unfair and  
24 unlawful business practices in California by practicing, employing and utilizing the employment  
25 practices outlined above, include, to wit, by failing to pay all owed overtime based on the higher,  
26 correct regular rate of pay in violation of Labor Code §§ 510, 558, and 1194, and engaging in Unfair  
27  
28

1 Business Practices in violation of the UCL, all in violation of the California Labor Code and  
2 applicable IWC Wage Orders.

3 44. Defendants' utilization of such unfair and unlawful business practices constitutes  
4 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

5 45. Plaintiff seeks individually and on behalf of other members of the Class similarly  
6 situated, full restitution of monies, as necessary and according to proof, to restore any and all monies  
7 withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of  
8 herein. Specifically, Plaintiff seeks restitution for unpaid overtime at the correct, higher regular rate of  
9 pay.

10 46. Plaintiff is informed and believes and based thereon alleges that at all times herein  
11 mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as  
12 proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth  
13 herein above thereby depriving Plaintiff and other members of the Class the minimum working  
14 condition standards and conditions due to them under the California laws and the applicable IWC  
15 Wage Orders as specifically described therein.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf this  
18 suit is brought against Defendants, jointly and severally, as follows:

- 19 1. For an order certifying the proposed Class;
- 20 2. For an order appointing Plaintiff as the representative of the Class as described herein;
- 21 3. For an order appointing counsel for Plaintiff as Class counsel;
- 22 4. Upon the First Cause of Action, for damages or penalties pursuant to statute as set forth  
23 in California Labor Code § 226, and for costs and attorneys' fees;
- 24 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California  
25 Labor Code §§ 510, 558, and 1194, and for costs and attorneys' fees;
- 26 6. Upon the Third Cause of Action, for penalties pursuant to Labor Code § 203, and for  
27 costs and attorneys' fees;
- 28

1  
2 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly  
3 effected members of the general public of all funds unlawfully acquired by Defendants by any acts or  
4 practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*,  
5 for the time periods described above;

6 8. On all causes of action, for attorneys' fees and costs as provided by California Labor  
7 Code §§ 218.5, 226, 510, 558, 1194, 1197.1, and Code of Civil Procedure § 1021.5; and

8 9. For such other and further relief as the Court may deem just and proper.

9 DATED: November 10, 2017

LAW OFFICES OF CHOI & ASSOCIATES


10 By:   
11 Edward W. Choi  
12 Attorneys for Plaintiff and the Class

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff and the Class hereby demand a jury trial as provided by California law.

15 DATED: November 10, 2017

LAW OFFICES OF CHOI & ASSOCIATES

16 By:   
17 Edward W. Choi  
18 Attorneys for Plaintiff and the Class

# ClassAction.org

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

---