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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JENNIFER L. PLAYER, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

THE FRAGRANCE OUTLET, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CVRI2203445

*Assigned for All Purposes to:
Judge Harold W. Hopp; Dept. 10*

SECOND AMENDED COMPLAINT FOR:

1. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

1 Plaintiff Jennifer L. Player, individually and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Jennifer L. Player (“Plaintiff”) brings this representative action pursuant
5 to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against defendants
6 The Fragrance Outlet, Inc., and DOES 1 through 20, inclusive (collectively, “Defendants”), on
7 Plaintiff’s own behalf and on behalf of California citizens who are and were employed by
8 Defendants as non-exempt employees throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to provide accurate itemized wage statements;
- 21 (e) failing to pay wages timely during employment;
- 22 (f) failure to provide suitable seating to employees during their employment
23 as required by the applicable Industrial Welfare Commission Wage Order;
24 and
- 25 (g) failing to pay all wages due upon separation of employment.

26 5. Plaintiff seeks civil penalties for violations of Labor Code §§ 201, 202, 203, 204,
27 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
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1 2698, *et seq.*, Industrial Welfare Commission Wage Order No. 7, Section 14 and 20, and Code of
2 California Civil Procedure § 1021.5.

3 **JURISDICTION AND VENUE**

4 6. The monetary damages and restitution sought by Plaintiff exceed the minimal
5 jurisdictional limits of the Superior Court and will be established according to proof at trial.

6 7. This Court has jurisdiction over this action pursuant to the California
7 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
8 except those given by statutes to other courts. The statutes under which this action is brought do
9 not specify any other basis for jurisdiction.

10 8. This Court has jurisdiction over all Defendants because, upon information and
11 belief, they are citizens of California, have sufficient minimum contacts in California, or
12 otherwise intentionally avail themselves of the California market so as to render the exercise of
13 jurisdiction over them by the California courts consistent with traditional notions of fair play and
14 substantial justice.

15 9. Venue is proper in this Court because, upon information and belief, Defendants
16 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
17 took place in this county.

18 **THE PARTIES**

19 10. Plaintiff is a resident of California and worked for Defendants during the relevant
20 time periods as alleged herein.

21 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
22 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
23 employers, whose employees were and are engaged throughout this county and the State of
24 California.

25 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
26 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
27 Complaint and serve such fictitiously named defendants once their names and capacities become
28 known.

1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the aggrieved employee.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein. At
16 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
23 California residents as non-exempt employees throughout California at Defendants' California
24 business location(s).

25 19. Defendants continue to employ non-exempt employees within California.

26 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
28

1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Aggrieved employee were entitled to suitable seating. In
5 violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employee were not
6 provided suitable seating during the times their job duties would have permitted the use of seats.

7 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and Aggrieved employee were entitled to receive wages for all
9 time worked (including minimum wages and overtime wages) and that they were not receiving
10 all wages earned for work that was required to be performed. In violation of the Labor Code and
11 IWC Wage Orders, Plaintiff and Aggrieved employee were not paid all wages (including
12 minimum wages and overtime wages) for all hours worked at the correct rate and within the
13 correct time, and were not paid for time spent in off-the-clock post-shift back checks.

14 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and Aggrieved employee were entitled to receive all required
16 meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
17 employee's regular rate of pay when they did not receive a timely, uninterrupted meal period. In
18 violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employee did not
19 receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
20 employee's regular rate of pay when they did not receive a timely, uninterrupted meal period.

21 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and Aggrieved employee were entitled to receive all rest breaks
23 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved employee's regular rate
24 of pay when a rest break was late, missed, or interrupted. In violation of the Labor Code and
25 IWC Wage Orders, Plaintiff and Aggrieved employee did not receive all rest breaks or payment
26 of one (1) additional hour of pay at Plaintiff's and Aggrieved employee's regular rate of pay when
27 a rest break was missed, late, or interrupted.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Aggrieved employee were entitled to receive itemized wage statements that accurately showed the following information pursuant to the Labor Code: (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, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (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. In violation of the Labor Code, Plaintiff and Aggrieved employee were not provided with accurate itemized wage statements.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that the Aggrieved employee were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, the Aggrieved employee did not receive payment of all wages within the permissible time periods.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Aggrieved employee, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

28. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief against Defendants on Plaintiff's own behalf and on behalf of all Aggrieved employee to recover, among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal period premium payments, unpaid rest period premium payments, interest, attorneys' fees, penalties, costs, and expenses.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* (“PAGA”)

1 29. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs
2 as though fully set forth herein.

3 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
4 for a civil penalty to be assessed and collected by the Labor and Workforce Development
5 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or
6 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
7 action brought by an aggrieved employee on behalf of himself or herself and other current or
8 former employees pursuant to the procedures specified in Labor Code § 2699.3.

9 31. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
11 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
12 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
13 period in which Defendants violated these provisions of the Labor Code.

14 32. Defendants’ conduct violates numerous Wage Order and Labor Code sections,
15 including, but not limited to, the following:

- 16 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194,
17 1197, and 1198, and Industrial Welfare Commission Wage Order No. 7,
18 Sections 14 and 20, for failure to timely pay all earned wages (including
19 minimum wage and overtime wages and for requiring employees to
20 submit to post-shift bag checks after clocking out) owed to Plaintiff and
21 other aggrieved employees during employment and upon separation of
22 employment and failure to provide suitable seating as herein alleged;
- 23 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
24 periods to Plaintiff and other aggrieved employees and failure to pay
25 premium wages for missed meal periods as herein alleged;
- 26 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
27 Plaintiff and other aggrieved employees and failure to pay premium
28 wages for missed rest periods as herein alleged;

1 d. violation of Labor Code § 226 for failure to provide accurate itemized
2 wage statements to Plaintiff and other aggrieved employees as herein
3 alleged;

4 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
5 accurate and complete records showing, among other things, the hours
6 worked daily by and the wages paid to aggrieved employees.

7 33. Plaintiff is an “aggrieved employee” because she was employed by the alleged
8 violator and had one or more of the violations committed against her, and therefore is properly
9 suited to represent the interests of all other aggrieved employees.

10 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
11 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all
12 other aggrieved employees under PAGA.

13 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
14 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
15 cited above.

16 36. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
17 herein.

18 **PRAYER FOR RELIEF**

19 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

20 1. For civil penalties;

21 2. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted
22 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 2698
23 *et seq.*; and

24 3. For such other relief as the Court deems just and proper.

25 Dated: April 14, 2025

AEGIS LAW FIRM, PC

26 By: 
27 _____

Jessica L. Campbell

Attorneys for Plaintiff Jennifer L. Player