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Assigned for All Purposes
Judge Peter Wilson
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Attorneys for Plaintiff, EDMUND FRECHETTE, an individual and on behalf of all other similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

EDMUND FRECHETTE, as an individual and
on behalf of all similarly situated employees

Plaintiff,

vs.

SWIFT SLIP DOCK & PIER BUILDERS,
INC.; and DOES 1 through 50, inclusive

Defendant.

Case No.: 30-2022-01284902-CU-OE-CXC

REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL FINES

1. Civil Penalties under the Private Attorneys General Act (PAGA)

1 Plaintiff, EDMUND FRECHETTE, (hereinafter “Plaintiff”), as a representative of the
2 State of California and the Labor and Workforce Development Agency (LWDA), and on behalf
3 of himself and other current and former employees. complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by PLAINTIFF, as a representative of the
6 State of California and the LWDA, and on behalf of himself and other aggrieved current and
7 former employees, to collect civil penalties for Defendant’s Labor Code violations.

8 2. Defendant and employer, SWIFT SLIP DOCK & PIER BUILDERS, INC.
9 (“Defendant”), failed to (1) pay wages for work performed off-the-clock and/or after eight hours
10 in a given shift or after forty hours in a given week; (2) provide meal and rest periods to its
11 employees, (3) to reimburse for necessary expenditures, and (4) failed to provide California
12 compliant wage statements.

13 **PARTIES**

14 **The Plaintiff**

15 3. Plaintiff EDMUND FRECHETTE was employed by Defendant from October
16 2018 through the end of his employment on August 1, 2021. Defendant employed Plaintiff in a
17 full-time, non-exempt hourly position, as a general production employee, in Orange County,
18 California.

19 **The Defendant**

20 4. SWIFT SLIP DOCK & PIER BUILDERS, INC. is the employer of Plaintiff and
21 other aggrieved employees pursuant to Labor Code section 2810.3. On information and belief,
22 Defendant principal places of business is located at 6351 Industry Way, Westminster, CA 92683,
23 and is conducting business in good standing in California.

24 5. Plaintiff is not aware of the true names and/or capacities of those entities or
25 individuals sued herein as DOES 1 through 50, inclusive, and therefore sue these Defendant by
26 their fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert
27 their true names and/or capacities when the same are ascertained.

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1 6. Unless otherwise specified herein, each DOE Defendant was the agent and
2 employee of each Defendant, and in doing the things hereinafter mentioned, were at all times
3 acting within the course and scope of that agency and employment.

4 **JURISDICTION AND VENUE**

5 7. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 Complaint as if fully alleged herein.

7 8. This Court has subject matter jurisdiction over the causes of action alleged in this
8 Complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
9 excluded from exercising subject matter jurisdiction over said causes of action.

10 9. Plaintiff and Defendant are each California citizens. There is no federal question
11 at issue, as the issues herein are based solely on California statutes and law, including the
12 California Labor Code and Industrial Welfare Commission (IWC) Wage Orders.

13 10. Venue is proper in the County of Orange because Defendant's principal places of
14 business are in this county, and the violations of statutes calling for penalties occurred in this
15 county.

16 **ADMINISTRATIVE PREREQUISITE**

17 11. Prior to filing this Complaint, On August 1, 2022, Plaintiff gave written notice by
18 electronic filing to the Labor Workforce Development Agency ("LWDA") (LWDA Case No.
19 LWDA-CM-898876-22) and by certified mail to Defendant of the specified provisions alleged to
20 have been violated, including the facts and theories to support the alleged violations as required
21 by Labor Code section 2699.3.

22 12. A true and correct copy of Plaintiff's letter sent to the LWDA and Defendant, dated
23 August 1, 2022, is attached hereto as "**Exhibit A.**" As of the filing of this complaint, LWDA has
24 not responded.

25 13. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
26 PAGA only after giving notice to the Labor Workforce Development Agency ("LWDA") and the
27 employer of the Labor Code sections alleged to have been violated, and after receiving notice from
28 the LWDA of its intention not to investigate, or after 65 days have passed without notice.

1 14. 65 days have passed since Plaintiff provided notice to the LWDA. Plaintiff has
2 hereby satisfied the administrative requirements under Labor Code Section 2699.3(a).

3 **FIRST CAUSE OF ACTION**

4 **(Civil Penalties Under the Private Attorneys General act,**
5 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

6 15. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
7 Complaint as if fully alleged herein.

8 16. Plaintiff sent notice to Defendant and the Labor Workforce Development Agency
9 (LWDA) on August 1, 2022, detailing Defendant's alleged Labor Code violations. Over 65 days
10 have passed since the postmark date of the notice and Plaintiff has not been in receipt of any
11 communication from the LWDA indicating an intent to pursue this matter. Therefore, Plaintiff
12 now acts as a private attorney general to collect civil penalties for Defendant's Labor Code
13 violations.

14 17. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
15 of this code that provides for a civil penalty to be assessed and collected by the Labor and
16 Workforce Development Agency...for a violation of this code, may, as an alternative, be
17 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
18 and other current or former employees pursuant to the procedures specified in section 2699.3."

19 18. As an aggrieved employee, Plaintiff brings this civil action to recover civil
20 penalties for Defendant's Labor Code violations.

21 19. Plaintiff, as a personal representative of the general public, will and does seek to
22 recover any and all penalties for each and every violation described herein and shown to exist or
23 to have occurred during the Relevant Time Period, in an amount according to proof, as to those
24 penalties that are otherwise only available to public agency enforcement actions. Funds recovered
25 will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered
26 being reimbursed to the LWDA.

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20. Additionally, based on the violations described herein, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code sections 2699(g)(1), 218.5, 1194, 2802.

FIRST VIOLATION

(Failure to Pay All Wages in Violation of Labor Code Sections 510 and 1194) (Plaintiff and Similarly Aggrieved Employees Against All Defendants, and Does 1-50 Inclusive)

21. Plaintiff realleges and incorporates by reference the preceding paragraphs of this Complaint as if fully alleged herein.

22. Plaintiff and other employees regularly worked over eight (8) hours per day and forty (40) hours per week. Defendant failed to pay Plaintiff, and other employees minimum wage for all hours worked and overtime premium for hours worked in excess of over eight (8) hours per day and forty (40) hours per week for work performed for the Defendant.

23. In this case, Defendant failed to so compensate Plaintiff and other aggrieved employees for the work performed as a result of Defendant requiring them to wash Defendant's uniforms off the clock without compensation resulting in failure to pay regular and/or overtime wages.

24. Furthermore, Defendant failed to so compensate Plaintiff and other aggrieved employees for the work performed as a result of Defendant failing to pay overtime wages for time worked beyond the eighth hour of their shift due to Defendant's "Banking" of vacation hours resulting in failure to pay regular and/or overtime wages.

25. Defendant willfully violated the Labor Code by failing to pay Plaintiff and other employees all wages including both minimum wage and overtime. Plaintiff and other employees were denied proper overtime wages as a result of Defendant's policies as described herein. Defendant has intentionally excluded remuneration that must be included in all employees' regular rate of pay in order to avoid payment of overtime wages and other benefits in violation of the Labor Code and the order issued by the IWC.

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26. Defendant willfully violated the Labor Code by failing to pay Plaintiff and Aggrieved Employees all wages including both minimum wage and overtime as described herein in violation of Labor Code §510 and 1194. Defendant regularly violated the Labor Code with respect to meeting the requirements of paying wages earned, including, overtime, double-time and remuneration when calculating the employees' regular rate of pay, as herein before alleged. Defendant intentionally excluded remuneration that must be included in all employees' regular rate of pay in order to avoid payment of overtime wages and other benefits in violation of the Labor Code and the order issued by the IWC. Thereby, Defendant is able to reduce its overhead and operating expenses and gain an unfair advantage over competing restaurants who comply with state law.

27. Since the LWDA has not indicated that it will be investigating more than 65 days have passed since Plaintiff mailed his letter, and because Defendant took no corrective action to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: 510 and 1194.

28. Plaintiff is informed and believes that Defendant has violated and continues to violate provisions of the California Labor Code and applicable Wage orders related to the payment of minimum wages including overtime.

SECOND VIOLATION

(Failure to Provide Meal Periods, in Violation of Labor Code Sections 226.7 and 512)
(Plaintiff and Similarly Aggrieved Employees Against All Defendants, and Does 1-50 Inclusive)

29. California Labor Code §226.7(b) in relevant part, provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

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30. Under IWC Order No. 16-2001, section 10, Defendant was required to provide Plaintiff and each member of the Similarly Aggrieved Employees one meal period for every five-hour. Section 11 of the same Wage Order mandates that employers authorize and permit rest periods for every four hours, or major fraction thereof, worked.

31. California Labor Code §512(a) in relevant part, provides, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes.”

32. Defendant regularly failed to provide Plaintiff and other employees one thirty (30)-minute uninterrupted meal period for shifts lasting longer than five (5) hours. Defendant required Plaintiff and other employees to work through meal periods during these shifts.

33. Defendant required Plaintiff and other employees to doff and don uniforms after clocking out for meal periods and before clocking back in, such that meal periods were typically and regularly short of the legally required thirty-minute duration.

34. Under §226.7(c), an employer who violates §226.7(b), “shall pay the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

35. Defendant failed to pay Plaintiff one (1) additional hour of pay at Plaintiff's regular rate of compensation for each day a meal period was not provided to him. On information and belief, Defendant failed to pay other employees one (1) additional hour of pay at their regular rate of compensation for each day a meal period was not provided to them.

36.

THIRD VIOLATION

(Failure to Provide Rest Periods, in Violation of California Labor Code Section 226.7)
(Plaintiff and Similarly Aggrieved Employees Against All Defendants, and Does 1-50 Inclusive)

37. Plaintiff realleges and incorporates by reference the preceding paragraphs of this Complaint as if fully alleged herein.

38. California Labor Code §226.7(b) in relevant part, provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to

1 an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
2 Commission.”

3 39. Under IWC Wage Order No. 16-2001, Defendant was required to provide Plaintiff
4 and other employees one (1) rest period for every four (4) hours, or major fraction thereof,
5 worked.

6 40. Defendant regularly and frequently forced Plaintiff and similarly aggrieved
7 employees to miss, delay or interrupt legally mandated rest periods because Defendant demanded
8 employees prioritize continued productivity over lawful rest period compliance.

9 41. Defendant imposed such an amount of work upon Plaintiff and other employees
10 on a daily basis that Plaintiff and other employees regularly and frequently experienced missed,
11 delayed or interrupted rest periods.

12 42. Under §226.7(c), an employer who violates §226.7(b), “shall pay the employee
13 one (1) additional hour of pay at the employee’s regular rate of compensation for each workday
14 that the meal or rest or recovery period is not provided.”

15 43. Defendant failed to pay Plaintiff and similarly aggrieved employees one (1)
16 additional hour of pay at Plaintiff’s regular rate of compensation for each day a rest period was
17 not provided to him. On information and belief, Defendant failed to pay other employees one (1)
18 additional hour of pay at their regular rate of compensation for each day a rest period was not
19 provided to them.

20 **FOURTH VIOLATION**

21 **(Failure to Pay All Wages at Termination in Violation of Labor Code Sections 201-203)**
22 **(Plaintiff and Similarly Aggrieved Employees Against All Defendants, and Does 1-50 Inclusive)**

23 44. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
24 Complaint as if fully alleged herein.

25 45. California Labor Code §201(a), in relevant part, provides, “If an employer
26 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
27 immediately.”

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46. Under the California Labor Code §202(a), “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.”

48. Defendant failed to pay all wages and premiums to former employees as described herein, in violation of Labor Code sections 510, 1194, 226.7 and 512, and California Code of Regulations, Title 8, section 11160, subd. [3] and (2) therefore causing additional violations under Labor Code § 201-203.

(Failure to Provide Accurate Wage Statements, in Violation of Labor Code Section 226)
(Plaintiff and Similarly Aggrieved Employees Against All Defendants, and Does 1-50 Inclusive)

50. Under California Labor Code §226(a), an employer is legally obligated to provide his or her employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement in writing showing,” among other things, total hours worked, gross wages earned, and net wages earned.

1 wages in the form of meal and rest period premiums. Consequently, the wage statements did not
2 accurately reflect gross and net wages earned. On information and belief, wage statements
3 provided to other employees also failed to accurately reflect all hours worked and, consequently,
4 did not reflect gross and net wages earned.

5 **SIXTH VIOLATION**

6 **(Failure to Reimburse for Necessary Job-Related Expenditures Cal. Labor Code § 2802)**

7 **(Plaintiff and Similarly Aggrieved Employees Against All Defendants, and Does 1-50**

8 **Inclusive)**

9 52. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
10 paragraphs.

11 53. California Labor Code §2802, states "An employer shall indemnify his or her
12 employee for all necessary expenditures or losses incurred by the employee in direct consequence
13 of the discharge of his or her duties...."

14 54. Defendant knowingly, willingly and intentionally attempted to offset the cost of
15 doing business on the Plaintiffs and Similarly Aggrieved Employees.

16 55. Plaintiff and Similarly Aggrieved Employees were not reimbursed by Defendant
17 for necessary expenditures as a direct consequence of the discharge of their duties, specifically,
18 Defendant required Plaintiff and Similarly Aggrieved Employees to use their personal cell phones
19 to communicate with Defendant and to download and use apps for clocking in and out of their
20 shifts. Further Defendant failed to reimburse Plaintiff and Similarly Aggrieved Employees for
21 all mileage reimbursement. And Defendant failed to reimburse Plaintiff and Similarly Aggrieved
22 Employees for the purchase and maintenance of uniform items such as pants and shoes that would
23 become heavily soiled in chemicals used in their job duties.

24 56. Defendant knowingly, willingly and intentionally attempted to offset the cost of
25 doing business on the Plaintiff and Similarly Aggrieved Employees by failing to reimburse
26 Plaintiff and Similarly Aggrieved Employees for the purchase of cell phones and cell phone
27 service providers, mileage, and uniform items, and other related items used in direct consequence
28 of their job duties.

57. Defendant had a corporate practice and policy of requiring Plaintiff and Similarly Aggrieved Employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff and Similarly Aggrieved Employees for necessary business expenditures as stated herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonably attorney's fees and costs, pursuant to the PAGA; and
3. For such other and further relief as this Court may deem just and

Dated: October 6, 2022

**MAHONEY LAW GROUP, APC
AP LAW OFFICES**

By:

Kevin Mahoney
Katie Odenbreit
Alexander Perez, Esq.
Attorneys for Plaintiff Edmund Frechette

EXHIBIT A



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August 1, 2022

Via Electronic Filing

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL #7021 0950 0000 9825 3942

Return Receipt Requested

Swift Slip Dock & Pier Builders, Inc.

Attn: Peter Swift, CEO

6351 Industry Way

Westminster, CA 92683

Re: Edmund Frechette v. Swift Slip Dock & Pier Builders, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency, Swift Slip Dock & Pier Builders, Inc.,

From: Edmund Frechette, on behalf of himself and similarly aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that Mahoney Law Group, APC, and AP Law Offices, represents the interests of Mr. Edmund Frechette (collectively referred to hereinafter as "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA") on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Swift Slip Dock & Pier Builders, Inc. a (hereinafter referred to as "Employer") is a California corporation providing dock construction services in California with a principal business office in Westminster, California. Employee was hired as a carpenter and dock construction worker

from on or about October 2018 through the end of his employment on or about August 1, 2021. Employee alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1197, and 2802 by failing to provide Employee and all other aggrieved employees all wages for all hours worked including, but not limited to, regular hour, overtime hours and meal/rest period premium pay and failed to reimburse Employee and other aggrieved employees for expenses necessary to their job duties.

1. Employer Failed to Pay Wages for All Hours Worked, Including Overtime

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Employer failed to pay Employee and all other aggrieved employees the legally mandated regular and overtime rate for all work performed during their shifts in violation of California law. Employer failed compensate Employee all other aggrieved employees for time spent washing his uniform separate from his regular clothes. Employee was required to wash and maintain his uniform that would become soiled in chemicals used in his job duties at his own time and expense.

Further, Employer failed to pay Employee and all other aggrieved employees for overtime hours worked. When Employee and similarly aggrieved employees worked beyond the eighth-hour of their shifts, Employer would not compensate them for their overtime hours worked, and instead “banked” the hours as vacation hours and paid them at a regular rate instead of the legally mandated overtime rate. This routinely occurred when Employee and his coworkers worked at gangways and docks away from Employer’s yard.

Employer’s conduct violated Labor Code sections 510, 1182.12, 1194 and 1197. Employer’s conduct is also in violation of applicable Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to IWC Wage Order No. 16-2001, sections 3-4. Subsequently, the foregoing violations of the Labor Code and IWC Wage Orders are subject to penalties under Labor Code section 558 and 1197.1, and actionable under PAGA.

2. Employer Failed to Provide Compliant Meal and Rest Breaks, or Premium Pay in Lieu Thereof

Employer failed to provide Employee and other aggrieved employees with lawful, timely, and uninterrupted meal and rest periods. Due to Employer’s policy and practices Employee and his co-workers did not receive lawful and timely uninterrupted meal and rest periods and was not compensated with his owed premium compensation. Employee and his coworkers would either be required to forgo, shorten, interrupt, or take a late meal or rest period and instead attend to their job duties. Employer also failed to provide Employee and his coworkers with a second meal period when working a shift longer than ten hours in length. Even though Employee and his co-workers were prevented from taking lawful timely uninterrupted meal and rest periods, Employer failed to provide them with premium pay for every untimely, missed, shortened, or interrupted meal period and rest period. Employer’s conduct as described herein violated Labor Code sections 226.7 and 512, and applicable IWC Wage Orders, including but not limited to IWC Wage Order No. 16-2001, sections 10-11. Employer’s foregoing violations of the Labor Code and IWC Wage Orders are actionable under PAGA, and subject to penalties under Labor Code section 2699, subdivision (f)(2).

3. Employer Failed to Keep Accurate Payroll Records and Failure to Furnish Accurate and Complete Wage Statements

As a further result of Employer's failure to pay all wages owed as described in Sections 1-2, *supra*, Employer failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked, accurate rate of pay for each hour worked, and accurate premium wages earned per pay period. Employer thereby violated Labor Code sections 226(a) and 1174, and applicable IWC Wage Orders, including but not limited to IWC Wage Order No. 16-2001, section 6, which are subject to penalties under Labor Code section 226.3, and actionable under PAGA.

4. Employer Failed to Pay All Wages Owed at Time of Separation

As a further result of Employers' failure to pay all wages owed as described in Sections 1-3 *supra*, Employers violated Labor Code sections 202, and 203 by failing to pay all wages earned to former employees at or around the time of their separation from employment. These violations are subject to penalties under Labor Code sections 256 and 2699, subdivision (f)(2), and actionable under PAGA.

5. Employer Failed to Reimburse for Necessary Business Expenditures

Employee and other aggrieved employees were required to pay for necessary business expenditures for which Employers failed to compensate them. First, Employer required Employee and similarly-aggrieved employees to use their personal cell phones for use in carrying out their job duties. Employer required Employee and other aggrieved employees to use their personal cell phones to use applications to clock in and out of their shifts, and to communicate with Employer regarding work-related matters. Further, Employer failed to reimburse Employee and other aggrieved employees for all work-related travel when driving to and from work locations such as gangways and docks. Lastly, Employer failed to reimburse Employee and similarly aggrieved employees for the purchase of work pants and shoes that were regularly replaced due to the chemical substances used in their job duties. Employee and other aggrieved employees incurred the expenses as described herein, all without reimbursement from Employer in violation of Labor Code section 2802. This violation is subject to penalties under Labor Code section 2699(f)(2), and actionable under PAGA.

(Continued on next page)

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact us at the following addresses and telephone numbers if you have any questions, comments or concerns:

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Sincerely,
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