

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

September 24, 2025

**VIA LWDA WEBSITE**

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

Re: *Greg Rowe vs. Robinson Helicopter Company, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Greg Rowe (“Mr. Rowe”) in claims arising from his employment with Robinson Helicopter Company, Inc., a California Corporation; and DOES 1 through 100, inclusive (“Defendants”). Mr. Rowe is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate an aircraft production facility where they design, manufacture, assemble, inspect, and flight-test helicopters. Defendants employed Mr. Rowe as a non-exempt employee in their Torrance, California location from approximately March 2021 until approximately May 2025. Mr. Rowe worked in the Facility Maintenance and Hazmat department and his primary job duties included safely disposing of chemicals and fuel.

Defendants failed to compensate Mr. Rowe and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, as outlined below, Defendants failed to provide all duty-free meal periods, resulting in Mr. Rowe and other aggrieved employees performing off-the-clock work during their purported meal periods. See *Kaanaana v. Barrett Business Services, Inc.* (2018) 29 Cal.App.5th 778, 808 (holding that requiring employees to work through any portion of meal period entitles them to payment for actual time worked as well as an additional hour of pay for the meal period premium). In addition, as a result of paying Mr. Rowe and other aggrieved employees non-discretionary bonuses, Defendants failed to properly calculate the regular rate of pay, resulting in unpaid overtime wages, meal and rest premium wages, and sick pay in pay periods when Mr. Rowe earned non-discretionary bonuses.

Defendants failed to provide Mr. Rowe and other aggrieved employees with all legally-compliant meal periods due to Defendants’ unlawful meal period policies/practices

that failed to provide timely, uninterrupted, duty-free 30-minute meal periods before the fifth hour of work. Specifically, Defendants failed to provide a “net” of 30-minutes for meal periods as required by law because Defendants administered meal periods pursuant to a “bell schedule” that in effect cut meal periods short. Under this bell schedule, a warning bell rang 2 minutes before the end of the 30-minute meal period, at which time Mr. Rowe and other aggrieved employees were required to walk back to their workstations. As a result of Defendants’ “bell schedule” and meal period policies and practices, Mr. Rowe and other aggrieved employees were not provided a “net” of 30 minutes for meal periods in the breakroom away from the employees’ workstation. In addition, Defendants did not record aggrieved employees’ meal periods if they were not leaving the facility during their meal periods. Instead, Defendants automatically deducted 30 minutes from employees’ time records without any record of when the meal period was taken or the duration of the meal period. Further, Mr. Rowe and other aggrieved employees did not receive an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7.

Defendants regularly failed to authorize and permit Mr. Rowe and other aggrieved employees to take duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, due to Defendants’ unlawful rest period policies/practices. As with meal periods, Defendants failed to authorize and permit rest periods for a “net” of 10 minutes. Under California law, Defendants are required to authorize and permit a “net” rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. See e.g., Division of Labor Standards Enforcement Manual (“DLSE Manual”) §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that “the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest”); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 (“[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time”). Specifically, Defendants also maintained a “bell schedule” for rest periods that alerted Mr. Rowe and other aggrieved employees of the beginning of their rest period, then rang a second time two minutes before the end of the 10-minute rest period, to signal to Mr. Rowe and other aggrieved employees they must walk back and return to their respective workstations immediately, so that they would arrive back at their workstations by no later than the end of the 10-minute mark. Therefore, Defendants required Mr. Rowe and other aggrieved employees to leave the rest area in order to return to their workstations before the end of their 10-minute rest period, thereby shortening their purported rest periods to less than 10 minutes. Further, on occasions when Mr. Rowe and other aggrieved employees were not authorized and permitted to take all lawful rest periods to which they were entitled, Defendants failed to pay Mr. Rowe and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7.

As a result of Defendants’ failure to pay all overtime wages, minimum wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll

records, issued inaccurate wage statements to Mr. Rowe and other aggrieved employees, and failed to pay all final wages owed to Mr. Rowe and other aggrieved employees upon their respective separations from employment.

Due to the extreme heat experienced inside Defendants' warehouse where Mr. Rowe and other aggrieved employees worked, Defendants failed to provide reasonably comfortable temperatures in work areas consistent with industry-wide standards for the nature of the work performed. Specifically, the machinery used in the facility expelled heat, which could create temperatures of up to 100 degrees Fahrenheit. As such, Defendants' failure to provide air conditioning during the summer exacerbated the extreme temperature conditions in the warehouse. As a result, Defendants failed to maintain reasonably comfortable work areas in violation of Wage Order 1, § 15 and California Labor Code § 558(a).

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

#### Minimum Wage Violations

Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Rowe and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

#### Overtime Wage Violations

Defendants were required to properly pay Mr. Rowe and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 9. Wage Order 1, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Mr. Rowe and other aggrieved employees to work overtime hours but did not compensate Mr. Rowe and other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

#### Meal Period Violations

As alleged above, Defendants failed to provide Mr. Rowe and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Mr. Rowe and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one 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.”).

#### Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Rowe and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 1, § 12. As a result, Mr. Rowe and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

#### Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Rowe and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq.* Defendants’ failures in furnishing Mr. Rowe and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants’ reported data and whether they have been paid all wages earned.

#### Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of their intent to quit, said employee’s wages become due and payable no later than 72 hours upon said employee’s last date of employment. Defendants failed to timely pay Mr. Rowe and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, meal and rest period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Defendants continue to fail

to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr. Rowe and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

#### Sick Time Pay Violations

Defendants were required to properly pay Mr. Rowe and other aggrieved employees for all vested sick time at their regular rate of compensation pursuant to Labor Code § 246. Defendants compensated Mr. Rowe and other aggrieved employees at their base rate of pay but did not compensate Mr. Rowe or other aggrieved employees at their regular rate of pay for all such hours.

As an "aggrieved employee", Mr. Rowe will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Rowe's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Failing to pay Mr. Rowe and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Mr. Rowe and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide Mr. Rowe and other aggrieved employees all legally required meal periods, and failure to pay meal period premium wages to Mr. Rowe and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Mr. Rowe and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Mr. Rowe and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to reimburse Mr. Rowe and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Mr. Rowe and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;

- g. Failing to maintain accurate records on behalf of Mr. Rowe and other aggrieved employees, in violation of Labor Code §§ 558 and 1174;
- h. Failing to pay Mr. Rowe and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204; and
- i. Failing to pay Mr. Rowe and other aggrieved employees all final wages due to Mr. Rowe and other aggrieved employees upon separation of employment, in violation of Labor Code §§ 201- 203.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,  
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read "FWS", is positioned above the printed name of the signatory.

Fletcher W. Schmidt, Esq.

cc: Robinson Helicopter Company, Incorporated, c/o Tim A Goetz, Agent for Service of Process, 2901 Airport Drive, Torrance, CA 90505 (via certified mail)