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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By C. Nava, Deputy Clerk

Attorney for Plaintiff MARY JAVIER, as a designated Private Attorney General, pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARY JAVIER, as a designated Private Attorney General, pursuant to the Private Attorney General Act,

Plaintiff,

v.

ROBINSON HELICOPTER COMPANY,
INCORPORATED, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **26TRCV00004**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff MARY JAVIER (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
6 herein by Defendant ROBINSON HELICOPTER COMPANY, INCORPORATED
7 (“Defendant”). The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one
8 (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff as a Private Attorney
9 General, reserves the right to amend this complaint to reflect a different “Time Period” as further
10 discovery is conducted.

11 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
12 relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime
13 wages; (2) failure to provide accurate itemized wage statements; (3) failure to provide meal
14 periods or compensation in lieu thereof, (4) failure to provide rest periods or compensation in lieu
15 thereof; and (5) failure to pay wages due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

- 18 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
19 wages;
20 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
21 wages;
22 (c) Willfully refusing to reimburse necessary business expenses;
23 (d) Willfully refusing to provide timely uninterrupted meal periods or adequate
24 compensation in lieu thereof
25 (e) Willfully refusing to provide timely uninterrupted rest periods or adequate
26 compensation in lieu thereof; and
27 (f) Willfully refusing to pay all wages due upon separation of employment;
28

1 **JURISDICTION AND VENUE**

2 4. This Court has subject matter jurisdiction over the causes of action alleged in this
3 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
4 excluded from exercising subject matter jurisdiction over said causes of action.

5 5. Venue is proper in the County of Los Angeles because Defendant, transacts
6 business in this county, the obligations and liability arise in this county.

7 6. The California Superior Court has jurisdiction in the matter, because of the
8 individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional
9 threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident
10 of and/or domiciled in the County of Los Angeles, State of California.

11 7. Further, there is no federal question at issue as the issues herein are based solely
12 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
13 Professions Code, and California Rules of Court.

14 **THE PARTIES**

15 **A. Plaintiff**

16 8. Plaintiff was employed by Defendant from around May 1999 through April 25,
17 2025. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly
18 position and was entitled to compensation for all hours worked, including overtime
19 compensation, premium wages, necessary job-related expenses, and penalties from Defendants.

20 **B. Defendant**

21 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant
22 ROBINSON HELICOPTER COMPANY, INCORPORATED (“ROBINSON”, “Defendant”, or
23 “Employer”) is a California corporation that is and/or was the employer of Plaintiff and similarly
24 situated employees during the Relevant Time Period. On information and belief, and based
25 thereon, Plaintiff alleges that Defendant is registered and doing business in good standing in
26 California.

27 10. Plaintiff is informed and believe and based thereon allege that Defendant
28 ROBINSON conducts its primary amount of business in California and is headquartered in

1 California. Defendant is a manufacturer of helicopters based in Torrance, CA.

2 11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
3 participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50,
4 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
5 violations alleged herein. Plaintiff will amend this complaint to allege the true names and
6 capacities of the DOE Defendants when ascertained.

7 12. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
8 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
9 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
10 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
11 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
12 joint employers, and conspire with one another to increase profits by engaging in the conduct
13 described in this complaint.

14 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
15 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
16 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
17 below was acting, at least in part, within the course and scope of that authority as such agent,
18 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
19 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
20 are legally attributable to the other Defendants.

21 **PAGA ADMINISTRATIVE PREREQUISITE**

22 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
23 Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking
24 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
25 (“PAGA”).

26 14. On October 17, 2025, prior to filing this complaint, Plaintiff gave written notice
27 by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
28 Defendant of the specified provisions alleged to have been violated, including the facts and

1 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
2 correct copy of Plaintiff's original letter sent to the LWDA and Defendant is attached hereto as
3 Exhibit A.

4 15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to
5 the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not
6 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has
7 received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff
8 has satisfied the administrative prerequisites for filing this action as a Private Attorney General
9 with regard to his PAGA notice.

10 **FACTUAL ALLEGATIONS**

11 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
12 employees the benefits due under California's wage and hour laws for work performed in
13 California. Defendant wrongfully refused to compensate its employees for minimum wages,
14 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
15 wage statements, and pay wages owed at the end of the employment, as required under California
16 law.

17 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
18 positions throughout California. Defendant in compensated said positions at an hourly rate less
19 than twice that of the state minimum wage and such positions remained under the direct control
20 and supervision of Defendant. Accordingly, these positions remain non-exempt from California's
21 wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to
22 these non-exempt employees as required by law.

23 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
24 policies and practices described herein are common within the State of California.

25 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
26 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
27 who were knowledgeable about California's wage and hour laws, employment and personnel
28 practices, and the requirements of California law.

1 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that by not compensating its employees for all hours worked, including
3 minimum, regular, and overtime wages, for work that was required to be performed was in
4 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
5 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
6 minimum wage. Defendant also failed to pay its employees at the requisite overtime and double
7 time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

8 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
9 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
10 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
11 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
12 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
13 periods and attend to work responsibilities while off-the-clock. Further, Defendant failed or
14 refused to provide premium compensation to Plaintiff and other non-exempt hourly employees
15 for all late meal periods, short meal periods, and all missing meal periods. Further, Defendant
16 failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked
17 wherein Defendant's employees were denied pay each workday while attempting to clock in for
18 their shifts.

19 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
20 or should have known that it was required to provide its employees with itemized wage statements
21 that accurately showed their actual hours worked, total hours worked, number of hours worked at
22 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
23 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
24 employees with accurate itemized wage statements showing their rate of pay, the actual hours
25 worked, correct premium wages earned per pay period, as well as the total hours work per pay
26 period.

27 23. By failing to include on its wage statements all minimum wage and overtime owed,
28 Defendant failed to keep and provide accurate wage statements in violation of the California labor

1 code.

2 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
3 or should have known that its employees were entitled to timely payment of wages due upon
4 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
5 within permissible time periods, upon separation of employment.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
8 **OVERTIME**

9 **(Plaintiff As a Private Attorney General Against All Defendants)**

10 25. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
11 complaint as if fully set forth herein.

12 26. Any work in excess of eight (8) hours in any workday and any work in excess of
13 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half (1
14 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-
15 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
16 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

17 27. Defendants' employees regularly worked over eight (8) hours per day and forty
18 (40) hours per week. Defendants failed to pay its employees minimum wage for all hours worked
19 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
20 (40) hours per week for work performed for the Defendants. Defendants' failure to compensate
21 Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when
22 they missed meal breaks is a violation of the Labor Code. Employer also failed to accurately
23 calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Employer further
24 failed to adequately pay Plaintiff and other non-exempt hourly employees at their regular rate of
25 pay for sick days.

26 28. Defendants did not compensate Plaintiff and aggrieved employees for time
27 spent performing work for Employer, including completing reports, auditing inventory,
28 amongst other responsibilities.

1 29. Since the LWDA has not indicated that it will be investigating more than sixty-
2 five (65) days since Plaintiff provided notice, and because Defendants took no corrective action
3 to remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any
4 and all penalties otherwise capable of being collected by the Labor Commission, the LWDA
5 and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the
6 following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
7 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

8 30. Plaintiff is informed and believes that Defendants have violated, and continues to
9 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
10 minimum wages and overtime.

11 31. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
12 penalties for each and every violation shown to exist or to have occurred during the Relevant
13 Time Period, in an amount according to proof, as to those penalties that are otherwise only
14 available to public agency enforcement actions.

15 32. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
16 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
17 interest.

18 **SECOND CAUSE OF ACTION**

19 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
20 **COMPENSATION IN LIEU THEREOF**

21 **(Plaintiff As a Private Attorney General Against All Defendants)**

22 33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
23 complaint as if fully set forth herein.

24 34. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
25 that no employer shall employ any person for a work period of more than five (5) hours without
26 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

27 35. Labor Code section 226.7 provides that if an employer fails to provide an
28 employee with a meal period in accordance with this section, the employer shall pay the employee

one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

36. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have worked shifts more than five (5) hours in a workday.

37. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully waive meal periods.

38. Defendant failed to provide Plaintiff and other aggrieved employees with timely uninterrupted meal and rest periods. Additionally, Defendants had a practice of failing to adequately staff employees to allow Plaintiff and other aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal or rest break.

39. Defendants failed to provide Plaintiff and other aggrieved employees a second meal period and third rest period for shifts worked in excess of ten hours.

40. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

41. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

42. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

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1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
3 **COMPENSATION IN LIEU THEREOF**

4 **(Plaintiff As a Private Attorney General Against All Defendants)**

5 43. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 complaint as if fully set forth herein.

7 44. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that
8 Defendants authorize and permit all employees to take rest periods at the rate of ten (10) minutes
9 rest time per four (4) work hours, or major fraction thereof.

10 45. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
11 provide and employee rest periods in accordance with this section, the employer shall pay the
12 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
13 that the rest period is not provided. Plaintiff and other employees consistently worked over four
14 (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

15 46. As described above, Defendants failed to reasonably make available rest breaks to
16 Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

17 47. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
18 penalties for each and every violation shown to exist or to have occurred during the Relevant
19 Time Period, in an amount according to proof, as to those penalties that are otherwise only
20 available to public agency enforcement actions.

21 48. Additionally, Plaintiff, as a Private Attorney General, is entitled to attorney's fees
22 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
23 interest.

24 **FOURTH CAUSE OF ACTION**

25 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE**
26 **STATEMENTS**

27 **(Plaintiff As a Private Attorney General Against All Defendants)**

28 49. Plaintiff realleges and incorporates by reference the preceding paragraphs of this

complaint as if fully set forth herein.

50. Labor Code section 226, subdivision (a), states in pertinent part that, “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (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 corresponding number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

51. Defendants knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay. Such failure caused injury to its employees in violation of the California labor code.

52. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

53. Additionally, Plaintiff is entitled to attorneys’ fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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FIFTH CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON TERMINATION
OF EMPLOYMENT**

(Plaintiff As a Private Attorney General Against All Defendants)

54. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

55. Employees who ended their employment with Defendants during the Relevant Time Period, were entitled to be promptly paid all wages owed, including both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201 and 203.

56. Defendants refused and/or failed to promptly compensate its employees for wages owed as a result of Defendants' failure to properly pay meal and rest break premiums, and minimum and overtime compensation owed for work performed for Defendant.

57. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, 1194, and 2802.

58. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

59. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

- 3 1. For civil penalties for each violation as provided by law, including, but not
4 limited to, those civil penalties provided by PAGA;
- 5 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
6 2699, subdivision (g), and any other statutory basis or pursuant to the
7 California Rules of Court;
- 8 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
9 subdivision (g), and any other statutory basis; and
- 10 4. For all such other and further relief as the Court may deem just and proper.
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12 Dated: January 2, 2026

MAHONEY LAW GROUP, APC

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15 Kevin Mahoney, Esq.
16 George B. Singer, Esq.
17 Attorneys for Plaintiff, MARY JAVIER
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