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September 26, 2024

**Via Certified Mail**

Bidwell Park Management Company LLC  
5341 Old Redwood Highway North, Suite 202  
Petaluma, CA 94954

Bidwell Park Management Company LLC  
d.b.a. Bidwell Park Golf Course  
3199 Golf Course Road  
Chico, CA 95973

**Re: Stefanie Huhn v. Bidwell Park Management Company LLC**

To whom it may concern:

Enclosed herein is an official notice being sent to you and the Labor and Workforce Development Agency pursuant to Labor Code section 2699 (the "Private Attorneys General Act" or "PAGA"). This notice is being sent on behalf of our client, Stefanie Anne Huhn, the State of California, and all other similarly aggrieved employees employed by Bidwell Park Management Company LLC.

This letter is a required step before filing a lawsuit to impose civil penalties against Bidwell Park Management Company LLC for violations of the California Labor Code. We intend to file the lawsuit at the expiration of the statutory 65-day notice period, which expires on **December 2, 2024**.

Bidwell Park Management Company LLC is encouraged to contact our office and engage in good faith discussions regarding the claims in this letter. PAGA provides opportunities to significantly reduce potential civil penalties imposed on an employer if that employer takes "all reasonable steps" to address the alleged violations. Additionally, PAGA provides opportunities to further reduce or even completely eliminate penalties imposed on an employer if that employer "cures" certain Labor Code violations. Engaging in meet-and-confer discussions with our office is a crucial step in demonstrating efforts to reduce penalties consistent with these provisions. Conversely, failure to take reasonable steps or engage in these discussions could lead to substantially increased penalties pursuant to Labor Code section 2699(f)(2)(B).

If you would like to discuss the enclosed, please have your legal department or outside counsel contact us. Given the time-sensitive nature of these matters, we strongly recommend initiating contact within **14 days of receiving this notice**. This will ensure sufficient time to address the alleged violations, attempt any cures, or demonstrate compliance efforts within the statutory timeframes.

Sincerely,

/s/

Manny Starr



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**Via Online Filing**

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

**Via Certified Mail**

Bidwell Park Management Company  
LLC  
5341 Old Redwood Highway North  
Suite 202  
Petaluma, CA 94954

Bidwell Park Management Company  
LLC d.b.a. Bidwell Park Golf Course  
3199 Golf Course Road  
Chico, CA 95973

Subject: *Stefanie Huhn v. Bidwell Park Management Company LLC*

Dear Representative:

This office represents Stefanie Anne Huhn (“Plaintiff”) in connection with Labor Code violation claims related to their employment with Bidwell Park Management Company LLC (“Employer”). Employer can be contacted at:

Bidwell Park Management Company LLC  
5341 Old Redwood Highway North, Suite 202  
Petaluma, CA 94954

Bidwell Park Management Company LLC  
d.b.a. Bidwell Park Golf Course  
3199 Golf Course Road  
Chico, CA 95973

Plaintiff has personally suffered each of the Labor Code violations alleged in this letter while employed by Employer within the applicable one-year statute of limitations period. As such, Plaintiff intends to seek PAGA penalties on behalf of herself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (together with Plaintiff, “Aggrieved Employees”). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

In response to Labor Code violations alleged below, PAGA provides Employer with specific options to mitigate potential penalties:

### **Taking All Reasonable Steps to Be in Compliance:**

Employer can reduce potential penalties to 15% of the maximum by demonstrating it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice prior to receiving it. If Employer believes it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to contact our office to set forth all reasonable steps taken.

If all reasonable steps are taken to be in compliance with all Labor Code provisions identified in this notice within 60 days after receiving it, penalties may be reduced to 30% of the maximum. If Employer intends to take all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to engage in good faith meet-and-confer discussions with our office regarding the alleged violations. Failure to do so may support a finding that all reasonable steps were not taken to comply with the Labor Code provisions identified herein.

### **Curing Violations:**

For certain violations, Employer has the opportunity to fully cure the alleged violations to further reduce penalties or even avoid penalties altogether. Once again, we strongly encourage Employer to promptly initiate meet-and-confer discussions with our office as part of any compliance or cure efforts. Failure to do so may result in a cure that is insufficient.

Employer must notify both our office and the Labor and Workforce Development Agency (LWDA) of any steps taken towards compliance or any attempts to cure. Not only does this approach demonstrate a good faith attempt to come into compliance, but failure to do so could potentially support a finding that Employer's conduct was malicious, fraudulent, or oppressive, thereby leading to increased penalties pursuant to Labor Code section 2699(f)(2)(B).

All communications regarding this matter should be directed to:

**Frontier Law Center**  
23901 Calabasas Road, Suite 1084  
Calabasas, CA 91302

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

#### **Minimum Wage Violations**

Labor Code section 1197 and the applicable Wage Order requires an employer to pay an employee no less than the minimum wage for all hours worked.

Employer failed to pay the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock. Specifically, the Aggrieved Employees were required to work without taking any meal or rest breaks, but were not properly compensated for these missed breaks.

### **Civil Penalties Applicable to Minimum Wage Violations**

As a result of the above minimum wage violations, Employer is subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

### **Meal Break Violations**

Labor Code section 512 and the applicable Wage Order provides that an employer shall 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, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

An employer provides compliant meal breaks to its employees “if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)). Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks. (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Here, the Aggrieved Employees were required to remain on duty without being able to take any meal breaks.

### **Civil Penalties Applicable to Meal Break Violations**

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

### **Rest Break Violations**

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

The Aggrieved Employees were required to remain on call and generally on duty during their rest breaks. Courts have repeatedly held that employers may not impose any limits on rest breaks. (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016) (an employer cannot “satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call”)). Thus, Employer violated the Labor Code by requiring the Aggrieved Employees to remain on call and on duty during their rest breaks.

Additionally, an employer generally may not place restrictions on its employees during their rest breaks, such as requiring its employees to remain on the premises and subject to the employer's control. In fact, the California Division of Labor Standards and Enforcement has provided the following guidance on its website:

Q. Can my employer require that I stay on the work premises during my rest period?

A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself. In *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269, the California Supreme Court held that the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (citation omitted) As a practical matter, however, if an employee is provided a ten minute rest period, the employee can only travel five minutes from a work post before heading back to return in time.

Here, since the Aggrieved Employees were not allowed to leave the work premises during their rest breaks, they were subject to Employer's control during the rest breaks. Thus, the Aggrieved Employees were not provided with compliant rest breaks.

### **Civil Penalties Applicable to Rest Break Violations**

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

### **Wage Statement Violations**

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned / total hours worked / the number of piece-rate units earned and any applicable piece rate / all deductions / the inclusive dates of the period for which the employee is paid / the name of the employee and only the last four digits of his or her social security number or an employee identification number / the name and address of the legal entity that is the employer / all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employer failed to provide wage statements which accurately reflected this information.

### **Civil Penalties Applicable to Wage Statement Violations**

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

### **Tips or Gratuities Violation**

#### **[Tip Pool Violations]**

Labor Code section 351 provides that no employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is declared to be the sole property of the employee or employees to whom it was paid, given, or left for.

In 2005, the DLSE issued an opinion letter which interpreted Labor Code section 351 to allow for a lawful tip pool policy. A tip pool policy is lawful, provided that:

1) Tip pool participants are limited to those employees who contribute in the chain of the service bargained for by the patron, pursuant to industry custom [examples of employees included in “chain of service” provided in Opinion Letter], and 2) No employer or agent with the authority to hire or discharge any employee or supervise, direct, or control the acts of employees may collect, take or receive any part of the gratuities intended for the employee(s) as his or her own.

Furthermore, there must be a fair system for deciding how much in tips is paid out to each employee, usually in proportion to the amount of service the employee provided to the customer.

The tip pool policy instituted by Employer is unlawful because through omissions of oversight, a former manager of Employer, Missy Brown, was improperly taking a share of cash and credit card tips meant for non-managerial employees.

### **Civil Penalties Applicable to Tip Violations**

As a result of the tip or gratuity violations detailed above, Employer is subject to the civil penalties listed in Labor Code section 2699.

### **Waiting Time Penalties**

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee’s resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day’s wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203). Employer failed to pay all wages owed at the conclusion of the Aggrieved Employees’ employment.

### **Civil Penalties Applicable to Waiting Time Penalties**

Because of Employer’s failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

### **Reservation of Rights**

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Manny Starr