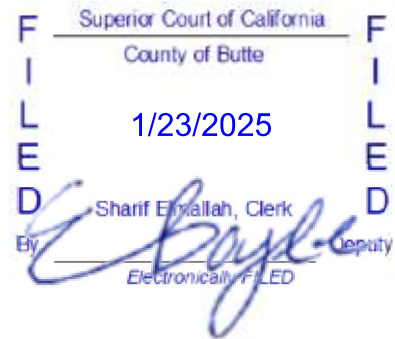


1 Manny Starr (319778)
2 manny@frontierlawcenter.com
3 Daniel Ginzburg (327338)
4 dan@frontierlawcenter.com
5 **FRONTIER LAW CENTER**
6 23901 Calabasas Road, Suite 1084
7 Calabasas, CA 91302
8 Telephone: (818) 914-3433
9 Facsimile: (818) 914-3433



10 Attorneys for Plaintiff STEFANIE ANNE HUHN,
11 individually and on behalf of all others similarly situated

12 **IN THE SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF BUTTE**

14 STEFANIE ANNE HUHN, individually and on
15 behalf of all others similarly situated,

Case No. 25CV00319

COMPLAINT

16 Plaintiff(s),

17 v.

18 BIDWELL PARK MANAGEMENT
19 COMPANY LLC; and DOES 1 through 100,

20 Defendant(s).

1. Failure to Provide Compliant Meal Breaks
2. Failure to Provide Complaint Rest Breaks
3. Failure to Pay All Hours Worked
4. Wage Statement Violation
5. Violation of Unfair Competition
6. Private Attorneys General Act

21 **RELEVANT PARTIES**

22 1. Plaintiff STEFANIE ANNE HUHN (“Plaintiff”) is an adult resident of Butte County,
23 California, and was at all times relevant residing in Butte County, California.

24 2. Defendant BIDWELL PARK MANAGEMENT COMPANY LLC (“Defendant”) is a
25 California corporation with its principal place of business located in Sonoma County, California.
26 Defendant is registered to and does conduct business in the State of California and is subject to the
27 laws of the State of California. All acts and omissions of Defendant employees as alleged herein
28 occurred while they were acting within the course and scope of their employment.

///

1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in Butte County because the acts and omissions that give rise to
11 Plaintiff’s claims took place in Butte County, and Defendants transact substantial business in this
12 County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in Butte County, California and Plaintiff suffered damages from such
15 conduct within Butte County, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants since August 21, 2021, as a Server.

19 8. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff was
20 required to remain on duty during meal breaks. Despite not being provided with compliant meal
21 breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff’s regular rate of
22 pay.

23 9. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was
24 required to remain on call, on premises, and on duty during rest breaks. Despite not being provided
25 with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at
26 Plaintiff’s regular rate of pay.

27 10. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to
28 work during meal and rest breaks without being properly compensated.

1 11. Defendants failed to provide Plaintiff with accurate wage statements because the wage
2 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
3 other things.

4 12. Defendant's Tip Pool Policy was unlawful because through omissions of oversight, a former
5 Manager named Missy Brown improperly took the share of cash and credit card tips meant for non-
6 managerial employees. Missy Brown was performing managerial duties only, so she was not
7 supposed to receive any tips.

8 **PAGA ALLEGATIONS**

9 13. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
10 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
11 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
12 action brought by an aggrieved employee on behalf of himself or herself and other current or former
13 employees pursuant to the procedures outlined in Labor Code section 2699.3.

14 14. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
15 under PAGA after the following requirement have been met:

16 15. The aggrieved employee has provided written notice by online filing to the LWDA and by
17 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
18 Labor Code alleged to have been violated, including the facts and theories to support the alleged
19 violations; and

20 16. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
21 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
22 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
23 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
24 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
25 to any other penalties to which the employee may be entitled.

26 17. On September 26, 2024, Plaintiff provided written notice by online filing to the LWDA and
27 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
28 violated by Defendants, including the facts and theories to support the alleged violations.

1 18. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 19. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to September 26, 2024,
6 through final disposition of this action.”

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Compliant Meal Periods**

9 **By Plaintiff Against All Defendants**

10 20. Plaintiff incorporates by reference the paragraphs above.

11 21. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
12 employee for a work period of more than five hours per day without providing the employee with a
13 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
14 without providing the employee with a second meal period of not less than 30 minutes”.

15 22. An employer provides compliant meal breaks to its employees “if it relieves its employees
16 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
17 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
18 1004, 1040 (2012)).

19 23. Not only must an employer affirmatively relieve its employees of all duty during their meal
20 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
21 (*Brinker*, supra).

22 24. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

23 25. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
24 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
25 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
26 11 Cal. 5th 858 (2021)).

27 26. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
28 break was missed.

1 27. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
2 penalties, attorney fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiff Against All Defendants**

6 28. Plaintiff incorporates by reference the paragraphs above.

7 29. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
8 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
9 per four hours or major fraction thereof.

10 30. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
12 5th 257, 269 (2016)).

13 31. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

14 32. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
16 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
17 11 Cal. 5th 858 (2021)).

18 33. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
19 break was missed.

20 34. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
21 penalties, attorney fees, and costs.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Pay for All Hours Worked**

24 **By Plaintiff Against All Defendants**

25 35. Plaintiff incorporates by reference the paragraphs above.

26 36. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
27 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
28 40 hours in a workweek.

37. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

38. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest, penalties, attorney fees, and costs.

FOURTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

39. Plaintiff incorporates by reference the paragraphs above.

40. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

41. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

42. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

43. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Violation of Unfair Competition Law

By Plaintiff Against All Defendants

44. Plaintiff incorporates by reference the paragraphs above.

45. Defendants' conduct described herein constitutes unfair competition.

46. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

47. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all wrongfully withheld wages.

1 48. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

2 **SIXTH CAUSE OF ACTION**

3 **Private Attorneys General Act**

4 **By Plaintiff and the Aggrieved Employees Against All Defendants**

5 49. Plaintiff incorporates by reference the paragraphs above.

6 50. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
7 violation(s) of the Labor Code.

8 51. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

9 52. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
10 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
11 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

12 53. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
13 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
14 the penalties in Labor Code section 2699 apply.

15 54. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
16 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
17 sections 1197.1 and 2699 apply.

18 55. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
19 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
20 and 2699 apply.

21 56. With respect to violations of Labor Code section 351 on tips and gratuities, the penalties in
22 Labor Code section 2699 apply.

23 57. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
24 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
25 the manner alleged herein.

26 58. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
27 to Labor Code section 2699(g).

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

3 **FIRST Cause of Action**

- 4 1. Damages and/or penalties pursuant to Labor Code section 226.7
5 2. Interest
6 3. Attorneys' fees
7 4. Costs
8 5. Other relief the court deems proper

9 **SECOND Cause of Action**

- 10 1. Damages and/or penalties pursuant to Labor Code section 226.7
11 2. Interest
12 3. Attorneys' fees
13 4. Costs
14 5. Other relief the court deems proper

15 **THIRD Cause of Action**

- 16 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
17 2. Liquidated damages
18 3. Interest
19 4. Attorneys' fees
20 5. Costs
21 6. Other relief the court deems proper

22 **FOURTH Cause of Action**

- 23 1. Penalties pursuant to Labor Code section 226
24 2. Attorneys' fees
25 3. Costs
26 4. Other relief the court deems proper

27 ///

28 ///

1 FIFTH Cause of Action

- 2 1. Restitution of all wrongfully withheld wages
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 SIXTH Cause of Action

- 7 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
8 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
9 violate the California Labor Code in the manner alleged herein
10 3. Attorneys' fees
11 4. Costs
12 5. Other relief the court deems proper

13
14 DATED: January 23, 2025

FRONTIER LAW CENTER

15 /s/ Daniel Ginzburg

Daniel Ginzburg

16 Attorney for Plaintiff
17
18
19
20
21
22
23
24
25
26
27
28