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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Aryanna Sheehe, DEPUTY

8 **Attorneys for Plaintiff BRITTANIA HUETHER**

10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SAN BERNARDINO

13 BRITTANIA HUETHER, an individual,) CASE NO.: CIVSB2535926
14)
15 Plaintiff,) **COMPLAINT FOR DAMAGES**
16)
17 vs.)
18) **1. DISCRIMINATION BASED ON**
19) **SEX/GENDER IN VIOLATION OF**
20) **THE FAIR EMPLOYMENT AND**
21) **HOUSING ACT (“FEHA”)(Gov’t Code**
22) **§ 12940(a))**
23)
24) **2. FAILURE TO PREVENT**
25) **DISCRIMINATION IN VIOLATION**
26) **OF THE FEHA (Gov’t Code § 12940 *et***
27) ***seq.*)**
28)
Defendants.)
) **JURY TRIAL DEMANDED**
)

PARTIES

1. Plaintiff BRITTANIA HUETHER (“Plaintiff” or “Ms. Huether”) is an individual who at all times relevant hereto, resided and worked in San Bernardino County, California.

2. Ms. Huether is informed and believes and based thereon alleges that at all times relevant hereto, Defendant Big Bear Fire Authority (“BBFA”) is, and at all times herein mentioned was, a governmental entity organized under the laws of the State of California pursuant to a Joint Powers Agreement entered into by and between the Big Bear City Community Services District and the Big Bear Lake Fire Protection District, a subsidiary fire protection district of the City of Big Bear Lake commonly known as BIG BEAR FIRE DEPARTMENT with its principal place of business in the State of California, County of San Bernardino.

3. Ms. Huether is informed and believes and based thereon alleges that at all times relevant hereto, Defendant BIG BEAR FIRE DEPARTMENT is, and at all times herein mentioned was, a governmental entity organized under the laws of the State of California with its principal place of business in the State of California, County of San Bernardino.

4. BBFA and BIG BEAR FIRE DEPARTMENT shall be collectively referred herein as "Big Bear FD."

5. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as Does 1 through 50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and based thereon alleges that each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

6. Plaintiff is informed and believes and based thereon alleges that at all times relevant hereto, Defendants, and each of them, were the agents, employees, coconspirators, parent corporation, joint employers, alter ego, and/or joint venturers of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course

and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

7. Whenever and wherever reference is made in this Complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly, and severally.

JURISDICTION AND VENUE

8. Plaintiff incorporates by reference the allegations contained in paragraphs 11 through 44 as though fully set forth herein.

9. Venue is proper under California Government Code Section 12965(b) and California Code of Civil Procedure Sections 395 and 395.5 in that the acts and omissions of the Defendants that form the basis of each cause of action in this Complaint occurred in the County of San Bernardino, State of California, and that Plaintiff's injuries occurred within this jurisdiction.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

10. Pursuant to the California Government Code Section 12960, on or about October 13, 2025, Plaintiff timely filed an administrative Complaint of Discrimination against Defendants. Plaintiff obtained a “Right-to-Sue” notice against Defendants on October 13, 2025, and has therefore exhausted her administrative remedies.

FACTS COMMON TO ALL COUNTS

11. Ms. Huether has been employed with Big Bear FD for a very long time – 23 years. She is currently employed as an Interim Fire Engineer.

12. Big Bear FD first hired Ms. Huether as a Paid Call Firefighter on or about September 21, 2002, a part-time, hourly position without benefits. It was her longtime dream to work at Big Bear FD. As such, Ms. Huether went to Victor Valley College for Fire Science, and while there, she received her Emergency Medical Technician certification in 2001. Accordingly, she enrolled in the Fire Academy in early 2002.

13. Throughout Ms. Huether's career, she has not received a negative annual performance review or evaluation. In fact, upon information and belief, Ms. Huether's former

1 Captain Chad Meketarian (“Captain Meketarian”), submitted a 2023-2024 performance review
2 of her. On an evaluation scale ranging from 1-3 with the rating of 3 being the highest possible
3 rating, Captain Meketarian gave Ms. Huether mostly “3s” across the board. However, Battalion
4 Chief Matt Fonda (“Mr. Fonda”) considered Captain Meketarian’s ratings of her “too high.”
5 Accordingly, Mr. Fonda forced Captain Meketarian to change his ratings in the performance
6 review to give Ms. Huether lower scores. Ms. Huether’s performance evaluation for the 2023-
7 2024 year was lowered to 2.5 ratings across the board.

8 14. Despite Ms. Huether’s excellent employment history, Big Bear FD has
9 consistently denied Ms. Huether’s professional advancement within Big Bear FD at every turn.
10 From 2002 to about 2015, when Ms. Huether was working as a Paid Call Firefighter, Big Bear
11 FD passed over Ms. Huether for a promotion to Full-Time Firefighter/Paramedic about 16 times.

12 15. What was once Ms. Huether’s dream job became her greatest source of mental
13 anguish.

14 16. In 2017, Ms. Huether and two of her male colleagues, Andrew Crane (“Mr.
15 Crane”) and William Schlosser (“Mr. Schlosser”), both of whom had been Full-Time
16 Firefighters/Paramedics for less time than Ms. Huether, were up for promotions for the rank of
17 Fire Engineer (“Engineer”). The Engineer position is one rank above the Full-Time
18 Firefighter/Paramedic position. Upon information and belief, as of 2024, Full-Time Engineers
19 earn approximately \$12,000 to \$15,000 more than Full-Time Firefighters.

20 17. At that time, to be placed on the promotion list for the Engineer position, which
21 governs the Full-Time Firefighters/Paramedics who are eligible for a job promotion, candidates
22 must take and pass written and manipulative exams. Ms. Huether, Mr. Crane, and Mr. Schlosser
23 all passed the required examinations in or about 2017, and were placed on the promotion list. Mr.
24 Crane and Mr. Schlosser were promoted to Engineer within a few months. However, Ms.
25 Huether remained on the list and continued as a Full-Time Firefighter/Paramedic.

26 18. Upon information or belief, in or around early 2018, an Engineer position became
27 available. Big Bear FD, however, did not promote Ms. Huether, even though she was the only
28 person eligible for promotion. Instead, Big Bear FD left the position vacant for months. Rather

1 than promoting the one qualified individual in the entire Big Bear FD who was on the promotion
2 list, Ms. Huether, Big Bear FD decided to conduct a re-test.

3 19. In or around June 2020, Ms. Huether was injured at work, and she took an
4 eighteen-month medical leave. While Ms. Huether was on medical leave in or about 2021, Big
5 Bear FD scheduled another test to create the Engineer promotion list. Although Ms. Huether
6 requested testing accommodations due to her medical condition, Big Bear FD denied her request.
7 Accordingly, Big Bear FD barred Ms. Huether from being considered for a promotion from the
8 years the promotion list remained in effect (upon information and belief, from 2021 to 2023).

9 20. By contrast, upon information and belief, Big Bear FD has granted similar testing
10 accommodations to two male employees on medical leave, namely Norman Dykestens and Shawn
11 Sutherland, for their respective promotion tests. This further evidences Big Bear FD's disparate
12 treatment based of Ms. Huether based on her sex/gender.

13 21. In or around October 2023, Ms. Huether and five of her male colleagues took the
14 test to be promoted to Engineer. Five of the six test-takers passed. However, upon information
15 and belief, Ms. Huether was the sole candidate to complete the other requirements for the
16 position by their deadlines. The requirements included completing a task book and writing a
17 letter of intent to Battalion Chief Dan Rogers stating their intent to test for the Engineer position.
18 Big Bear FD communicated to the candidates that they were to submit the task book and letter
19 prior to testing.

20 22. Upon information and belief, two male Full-Time Firefighter/Paramedics, both of
21 whom failed to complete the prerequisites by the required deadlines, were nonetheless promoted.
22 Ms. Huether, again, was not selected for the Engineer position. Moreover, the promoted
23 individuals had less experience on the job and fewer certifications for the job than Ms. Huether
24 had at the time of testing.

25 23. Upon information and belief, Ms. Huether is the only Full-Time
26 Firefighter/Paramedic on the promotion list who holds additional responsibilities in Big Bear FD.
27 Ms. Huether oversees ordering, stocking, and handling all medications on behalf of Big Bear FD.
28 In addition, for the past six years, Ms. Huether has served as an Executive Board member of the

1 Big Bear Professional Firefighters Association. Moreover, Ms. Huether has completed
2 approximately half of the requisite classes to become eligible to take the exam to become a
3 Captain, which exceeds the qualifications of the men promoted.

4 24. In or around 2023, Big Bear FD denied Ms. Huether a “fitness bonus” although
5 she passed the qualifying test. The fitness bonus is based on taking and passing a physical test.
6 According to the grading metrics of the physical test, Ms. Huether passed. Yet, Fire Chief Jeff
7 Willis falsely told Ms. Huether that she did not pass the test. Under the guise of test “failure,”
8 Big Bear FD deprived Ms. Huether the bonus, which was the equivalent to two percent (2%) of
9 her annual pay.

10 25. Ms. Huether later learned from her peers that she was the only employee who was
11 denied the bonus. Ms. Huether filed a grievance with Big Bear FD. It was not until Ms. Huether
12 presented her grievance to the Board of Directors that she was awarded the bonus that she
13 previously earned—approximately one month after her male colleagues received their bonuses.

14 26. Ms. Huether was the only woman who qualified for the fitness bonus. She was
15 also the only employee who Big Bear FD denied the bonus.

16 27. In or around April of 2024, Big Bear FD informed Ms. Huether that there was a
17 complaint by a coworker stating that they were uncomfortable with sleeping in the same room as
18 a woman. Big Bear FD did not communicate with Ms. Huether as to the identity of who made
19 the complaint. In response to the baseless complaint, Big Bear FD forced Ms. Huether to move
20 out of her room.

21 28. Ms. Huether protested the move, emphasizing that she felt as though she was
22 being punished for being a woman. Even after the Union President, Jonathon Bidwell (“Mr.
23 Bidwell”), communicated to Big Bear FD’s management that moving Ms. Huether from her
24 room was a discriminatory act, Big Bear FD disregarded his opposition. About a week after the
25 anonymous coworker lodged the complaint, Ms. Huether was able to move back into her original
26 room. However, Big Bear FD’s mistreatment of Ms. Huether because of her gender/sex
27 persisted.

28 ///

1 29. At the time, Ms. Huether was the most senior Full-Time Firefighter/Paramedic, as
2 she has been in the position for approximately ten years. Because Big Bear FD runs on a
3 seniority-based system, the individuals at the top of the seniority list get priority when selecting
4 the stations where they work and the schedules that they work. There are three possible stations
5 under Big Bear FD at which Full-Time Firefighters can be placed: Station 281, Station 282, and
6 Station 283.

7 30. There are significant differences between the station options. Station One has an
8 ambulance, while Station Two and Three only have Fire Engines. Because of this, it is widely
9 understood amongst the Firefighters that it would be preferable to work at Station Two and
10 Station Three because of the absence of an ambulance. Consequently, it is easier for Firefighters
11 to take vacation days when placed at Station Two and Three because their peers are more willing
12 to cover those positions. New Firefighters still in their “probationary” stage are typically placed
13 at Station One since they have the least seniority.

14 31. Because she has the most seniority on the team, Ms. Huether chose to work at
15 Station 283 in or about 2021.

16 32. However, in or around February of 2025, Big Bear FD informed Ms. Huether that
17 she had to move to Station 281, the least desirable station. Big Bear FD mandated the transfer
18 despite Ms. Huether’s rank as the most senior Firefighter. Upon information and belief, Big Bear
19 FD did not similarly request any of the male firefighters to transfer to Station 281. Big Bear FD’s
20 reason for displacing Ms. Huether from Station 283 was that the newly hired, probationary
21 Firefighter needed to be at Station Three. This reason is pretextual. In the more than two decades
22 that Ms. Huether has worked for Big Bear FD, that has never been the policy for probationary
23 workers. In complete disregard for the age-old seniority system, Big Bear FD pushed Ms.
24 Huether to work at Station 281, her last choice of worksite.

25 33. Ms. Huether complained about Big Bear FD’s displacing her from her chosen
26 station to Battalion Chief Dan Rogers (“Mr. Rogers”). In response to Ms. Huether’s complaint,
27 Mr. Rogers stated to Ms. Huether that she had no grounds to file a grievance. Ms. Huether also
28 complained to Fire Chief Willis, who did not assist her.

1 34. Ms. Huether subsequently complained to a member of the Human Resources
2 department, Diane Doyle (“Ms. Doyle”). This time, Ms. Huether confided in Ms. Doyle about
3 the decades of discrimination that she felt she had experienced at Big Bear FD because she is
4 female. Ms. Huether communicated to Ms. Doyle that she felt this latest transfer was yet another
5 discriminatory act by Big Bear FD.

6 35. For months, Big Bear FD took no action in response to Ms. Huether’s report of
7 discrimination.

8 36. Big Bear FD promoted Ms. Huether to Interim Engineer in or about September of
9 2025 only after learning she had retained legal counsel.

10 37. Throughout Ms. Huether’s employment, Big Bear FD promoted similarly situated
11 male employees more quickly through the ranks, while passing over Ms. Huether repeatedly for
12 promotion despite her eligibility and positive performance reviews. The pay differences between
13 the positions at Big Bear FD are significant. As of 2024, the job titles and their correlating
14 annual salary ranges, in the order of lowest to highest ranked positions (for Ms. Huether’s career
15 trajectory at Big Bear FD), are as follows:

- 16 • Firefighter: \$74,686 to \$93,272
- 17 • Fire Engineer: \$86,495 to \$108,020
- 18 • Fire Captain: \$100,205 to \$125,143
- 19 • Battalion Chief: \$125,356 to \$156,553
- 20 • Fire Chief: \$207,666

21 38. Big Bear FD has failed to promote Ms. Huether at a rate comparable to her peers.
22 Hired as a Paid Call Firefighter in or about September of 2002, she waited nearly thirteen years
23 for promotion to a Full-Time Firefighter/ Paramedic (in or about May 2015), and another decade
24 before advancing to Interim Engineer (in or about September 2025). In contrast, similarly
25 situated male colleagues, many hired at the same time or later—were promoted by Big Bear FD
26 more quickly throughout Ms. Huether’s tenure.

27 39. Upon information and belief, the male employees who began their careers at the
28 same time or after Ms. Huether and who Big Bear FD has promoted to higher positions

1 throughout Ms. Huether's 23 years of employment, includes but is not limited to, the following
2 individuals:

- 3 • **Andrew Crane:** Started at Big Bear FD as a Paid Call Firefighter on or about April 26,
4 2012. He was promoted to a Full-Time Firefighter on or about June 2, 2012. He was
5 promoted to a Fire Captain on or about July 2, 2022.
- 6 • **Jonathon Bidwell:** Started at Big Bear FD as a Paid Call Firefighter on or about 2009.
7 He was promoted to a Full-Time Firefighter on or about August 15, 2010. He was
8 promoted to an Engineer on or about August 20, 2016.
- 9 • **Shawn Sutherland:** He was promoted to a Full-Time Firefighter on or about November
10 29, 2014. He was promoted to an Engineer on or about July 7, 2021.
- 11 • **Jordan Willis:** Started at Big Bear FD as a Paid Call Firefighter on or about November
12 13, 2014. He was promoted to a Full-Time Firefighter on or about December 26, 2015.
13 He was promoted to an Engineer on or about July 4, 2021.
- 14 • **Glenn Schwartzman:** Promoted to a Full-Time Firefighter on or about April 2, 2016. He
15 was promoted to an Engineer on or about June 24, 2020.
- 16 • **Jason Dmytriw:** Started at Big Bear FD as a Paid Call Firefighter on or about May 24,
17 2016. He was promoted to a Full-Time Firefighter on or about February 4, 2017. He was
18 promoted to an Engineer on or about September 10, 2022.
- 19 • **Rob Sandin:** Started at Big Bear FD as a Paid Call Firefighter on or about January 17,
20 2017. He was promoted to a Full-Time Firefighter on or about July 17, 2017, and an
21 Engineer on or about November 19, 2022.
- 22 • **William Walthers:** Started at Big Bear FD as a Paid Call Firefighter on or about
23 November 12, 2013. He was promoted to a Full-Time Firefighter on or about July 17,
24 2017, and an Engineer on or about June 29, 2024.
- 25 • **Kevin Eaton:** He was promoted to a Full-Time Firefighter on or about July 17, 2017, an
26 Engineer in or around 2020, and a Fire Captain on or about May 18, 2024.
- 27 • **Chad Meketarian:** He was promoted to a Full-Time Firefighter on or about May 26,
28 2018, and subsequently became a Fire Captain on or about July 4, 2020.

- **Corey Emmerson:** He was promoted to a Full-Time Firefighter on or about November 9, 2019, and an Engineer on or about November 18, 2023.
- **Brandon Willis:** He was promoted to a Full-Time Firefighter on or about 2012, and an Engineer shortly thereafter. He has since left Big Bear FD.
- **Bobby Whitmore:** He was promoted to a Full-Time Firefighter in or around July 2010. He was promoted to an Engineer thereafter. He has since left Big Bear FD.
- **Kevin Cole:** He was promoted to a Full-Time Firefighter in or around 2017, and an Engineer in or around 2019. He has since left Big Bear FD.

9 40. Big Bear FD took approximately thirteen years to promote Ms. Huether from Paid
10 Call Firefighter, an hourly position paid at California minimum wage, to a Full-Time
11 Firefighter/Paramedic. Yet Big Bear FD took between two months and, at a maximum, roughly
12 four years to promote male applicants (all of whom started at Big Bear FD at the same time or
13 after Ms. Huether) from a Paid Call Firefighter to a Full-Time Firefighter/Paramedic.

14 41. Big Bear FD then took another ten years to promote Ms. Huether from Full-Time
15 Firefighter/Paramedic to an (Interim) Engineer. Yet Big Bear FD took between three to seven
16 years to promote male applicants (all of whom started at Big Bear FD at the same time or after
17 Ms. Huether) from Full-Time Firefighter/Paramedic to Engineer.

18 42. Moreover, every single one of the men identified in paragraph 40 who is still
19 employed by Big Bear FD now occupy a higher-ranked position than Ms. Huether.

20 43. As a consequence of this systemic and pervasive discrimination, Ms. Huether has
21 suffered economic damages. Under the California Fair Employment and Housing Act (“FEHA”),
22 Ms. Huether will be able to recover not only economic damages, but compensatory damages for
23 personal, physical and emotional injuries sustained and attorneys’ fees and costs.

24 44. As a result of Defendants' misconduct, Ms. Huether has suffered and continues to
25 suffer significant emotional and mental distress, in addition to loss of income, benefits, and
26 privileges of her job.

27 / / /
28 / / /

FIRST CAUSE OF ACTION

(Discrimination Based On Sex/Gender In Violation of the FEHA, Cal. Gov't Code

§12940(a), Against all Defendants)

45. Plaintiff repeats and realleges by reference each and every allegation contained hereinabove and incorporates the same herein as though fully set forth herein.

46. Each Defendant is an “employer” as defined in the FEHA, Cal. Gov’t Code § 12940 *et seq.*

47. At all relevant times herein, Plaintiff was an “employee” of Defendants within the meaning of Cal. Gov’t Code § 12926.

48. Defendants subjected Ms. Huether to unlawful discrimination based on her sex/gender in violation of the FEHA as set forth hereinabove.

49. Ms. Huether is informed and believes and based thereon alleges that in addition to the practices enumerated above, Defendants may have engaged in other discriminatory practices against her which are not yet fully known to her. At such time as such practices become known to her, Plaintiff will seek leave of Court to amend this Complaint in that regard.

50. As a direct and proximate result of Defendants' willful, knowing, and intentional unlawful conduct against her, Ms. Huether has suffered and will continue to suffer pain and suffering; mental anguish and emotional distress; other incidental expenses; and she has suffered and will continue to suffer a loss of earnings and other employment benefits and job opportunities. Ms. Huether is therefore entitled to general and compensatory damages in amounts to be proven at trial.

51. As a further, direct and proximate result of Defendants' violation of Cal. Gov't Code § 12940 et seq., as heretofore described, Ms. Huether has been compelled to retain the services of counsel in an effort to enforce her rights arising out of her employment relationship with Defendants, and has thereby incurred, and will continue to incur, legal fees and costs, the full nature and extent of which are presently unknown to her. Ms. Huether requests that attorneys' fees, expert witness fees, and costs be awarded pursuant to Cal. Gov't Code § 12965.

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SECOND CAUSE OF ACTION

(Failure to Prevent Discrimination in Violation of the FEHA, Cal. Gov't Code § 12940 *et seq.*, Against All Defendants)

52. Plaintiff repeats and realleges by reference each and every allegation contained hereinabove and incorporates the same herein as though fully set forth herein.

53. Defendants subjected Ms. Huether to unlawful discrimination as described hereinabove. In violation of the FEHA, Defendants did not take all reasonable steps necessary to prevent the discrimination or retaliation against Ms. Huether from occurring as described herein.

54. Defendants failed or refused to take appropriate steps to prevent the discrimination by failing to effectively train its employees, supervisors, managers and agents regarding discrimination; by failing to enforce its policy against unlawful discrimination; by failing to investigate; and/or by failing to take prompt and appropriate disciplinary action against the perpetrators of discrimination.

55. Ms. Huether is also informed and believes, and based thereon alleges, that in addition to the practices enumerated above, Defendants may have engaged in other discriminatory practices against her, which are not yet fully known to her. At the time that such discriminatory practices become known to her, Plaintiff will seek leave of Court to amend this complaint in that regard.

56. As a direct and proximate result of Defendants' willful, knowing, and intentional unlawful conduct against her, Ms. Huether has suffered and will continue to suffer pain and suffering; mental anguish and emotional distress; other incidental expenses; and she has suffered and will continue to suffer a loss of earnings and other employment benefits and job opportunities. Ms. Huether is therefore entitled to general and compensatory damages in amounts to be proven at trial.

57. As a further, direct and proximate result of Defendants' violation of Cal. Gov't Code § 12940 et seq., as heretofore described, Ms. Huether has been compelled to retain the services of counsel in an effort to enforce her rights arising out of her employment relationship with Defendants, and has thereby incurred, and will continue to incur, legal fees and costs, the

1 full nature and extent of which are presently unknown to her. Ms. Huether requests that
2 attorneys' fees, expert witness fees, and costs be awarded pursuant to Cal. Gov't Code § 12965.

3 **WHEREFORE**, Plaintiff prays judgment be entered in her favor against Defendants, and
4 each of them, as follows:

5 **FOR ALL CAUSES OF ACTION**

6 1. For an award of money judgment representing compensatory damages including
7 consequential damages, lost wages, earnings, and all other sums of money, according to proof;

8 2. For an award of money judgment for personal, physical, emotional and
9 psychological injuries, according to proof;

10 3. For attorneys' fees and costs as allowed by law;

11 4. For prejudgment and post-judgment interest as allowed by law;

12 5. For injunctive relief; and

13 6. For such other and further relief as the Court may deem just and proper.

14 **JURY TRIAL DEMANDED**

15 Plaintiff demands trial of all issues by jury.

16
17 DATED: December 8, 2025

ALLRED, MAROKO & GOLDBERG

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19 By: 
20 DOLORES Y. LEAL
21 CHRISTINA CHEUNG
22 KARIS L. STEPHEN
23 Attorneys for Plaintiff,
24 **BRITTANIA HUETHER**