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8 **Attorneys for Plaintiff Amanda Casteel**

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

11 **AMANDA CASTEEL, an individual, on her**
12 **own behalf and on behalf of the Labor and**
13 **Workforce Development Agency,**

14 **Plaintiff,**

15 **v.**

16 **AARON’S, LLC, a limited liability**
17 **company; MANISH DOE, an individual;**
18 **and DOES 1-100, inclusive,**

19 **Defendants.**

Case No.: STK-CV-UOE-2023-0008346

FIRST AMENDED COMPLAINT FOR
DAMAGES AND CIVIL PENALTIES

1. **SEX DISCRIMINATION**
2. **SEX HARASSMENT**
3. **RETALIATION**
4. **FAILURE TO PREVENT DISCRIMINATION**
HARASSMENT, AND RETALIATION
5. **PRIVATE ATTORNEYS GENERAL ACT**

JURY TRIAL DEMANDED

20 Plaintiff Amanda Casteel brings this action against Defendants Aaron’s LLC, a limited
21 liability company; Minesh Prasad, an individual; and Does 1 through 100, for violations of the
22 Government Code and Labor Code.

23 **PARTIES**

24 1. Amanda Casteel (“Casteel” or “Plaintiff”) at all times relevant herein was employed
25 in San Joaquin County, California, and was an “employee” as defined by the Fair Employment and
26 Housing Act (Gov. Code, § 12900 *et seq.*), as well as the Labor Code.

2. Aaron's, LLC is a California corporation and, at all times relevant herein, was an "employer" as defined by Government Code section 12900, *et seq.*, as well as the Labor Code

3. Minesh Prasad (“Prasad”), originally sued as “Manish Doe”, is an individual and a resident of California.

4. Aaron's, LLC, Prasad, and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

JURISDICTION AND VENUE

7. Venue is proper in this Court because the unlawful acts alleged herein took place in San Joaquin County, the records relevant to the unlawful acts alleged herein are maintained and administered in San Joaquin County, and Plaintiff's place of employment with Aaron's, LLC was,

1 at all times relevant herein, located within San Joaquin County. Plaintiff hereby demands a jury
2 trial.

3 **GENERAL ALLEGATIONS**

4 8. Casteel was hired by Aaron's, LLC on or around October 3, 2021 as a sales
5 associate at Aaron's, LLC's store in Stockton, California. At all times throughout her employment,
6 Casteel performed her duties with competence and distinction.

7 9. After about a couple of months on the job, Casteel was harassed sexually by Prasad,
8 her coworker. On a nearly daily basis, Prasad made sexual comments, either directed at Casteel or
9 otherwise made loudly in her presence.

10 10. For one example, when Casteel was eating her lunch, Prasad commented "what a
11 lucky burrito" (implying fellatio). Prasad also asked incessant questions about Casteel's sex life and
12 what she was "into." He would touch her head, shoulders, and lower back, and sometimes would
13 sidle behind her and breathe heavily on her neck. On one occasion, Casteel was bending over
14 scanning items; Prasad came up behind her and, eyeing her body, said "no, no, turn a little more
15 this way." He also made frequent comments about female customers and their bodies and
16 described, graphically, his sexual fantasies about those customers.

17 11. Casteel, naturally, was offended by these comments and asked Prasad to stop; he did
18 not stop.

19 12. Casteel complained to Daniel Gamez ("Gamez"), the store manager, on multiple
20 occasions about the harassment. Gamez said, vaguely and unbothered, that he would speak to
21 Prasad; still, the harassment continued. Casteel did what she could to avoid Prasad and his
22 incessant harassment.

23 13. On or around June 11, 2022, and with the sex harassment by Prasad continuing,
24 Casteel complained to Chris (last name unknown), the collections manager, about said harassment.

25 14. On June 16, 2022, Casteel arrived at work and she saw that Prasad, Sean, and
26 Gamez were in a conference room, conversing and laughing. Shortly thereafter, she was called into
27 that conference room so that, unfortunately, she could discuss the sex harassment that had

1 transpired, with her harasser in the very same room. Gamez, gallingly, asked Casteel what was
2 “going on.” Bewildered, Casteel said that Gamez already knew what was going on, as she had
3 complained to him perhaps dozens of times regarding Prasad’s sexual harassment. She reiterated
4 that she had been sexually harassed on a nearly daily basis and that, regardless of her protests and
5 any action that Aaron’s, LLC *might* have taken, Prasad was unrelenting in his harassment of her.
6 Gamez, demonstrating his disinterest in protecting Casteel, said “oh, I didn’t know you were taking
7 that seriously.” Casteel told Gamez that she was very much taking it seriously, and pointed out to
8 Gamez how anxious and upset she was over the whole ordeal. Oddly, Gamez asked Prasad “what
9 can we do about this?” Prasad sat silently. Casteel stated that she was not comfortable coming to
10 work in the current environment, and pleaded with Prasad to stop harassing her. Prasad, showing
11 no remorse or even concern, nonchalantly said he would stop harassing Casteel.

12 15. Upset with Prasad’s attitude and how unbothered management seemed to be
13 reacting to her complaints, Casteel was distraught and went outside the store where she called her
14 cousin to discuss what was happening to her. Gamez came out of the store, walked up to Casteel,
15 told her to end the call, and then asked if she had any recording devices on her. Casteel, confused,
16 said no. Casteel told Gamez that she was very uncomfortable being at the store and asked for
17 permission to leave for the day. She also told Gamez that he needed to suspend Prasad, or do
18 something, *anything*, to remedy the situation. Gamez told Casteel that she could not go home, and
19 Casteel was forced to work the remainder of her shift.

20 16. On June 18, 2022, Casteel texted Gamez, expressing her concerns that their meeting
21 was not constructive and that she was considering quitting. Gamez responded that he was going to
22 suspend Prasad; however, this never happened. *Gamez instead encouraged Casteel to take time off*
23 *work.*

24 17. Over the following weeks, Casteel was forced to continue to work the same shifts as
25 Prasad, who would menacingly look Casteel up and down every chance he got. Casteel nonetheless
26 endeavored to continue in her job and endure Prasad’s inappropriate behavior.

1 18. On or around August 5, 2022, Gamez actually mocked Casteel for her refusal to
2 quit, saying “I know you won’t quit because you’re a coward.” Casteel, naturally, was aghast and
3 insulted by this and, given Aaron’s, LLC’s abject failure to take the appropriate remedial and
4 preventative action, was effectively forced to resign her employment and informed Daniel on
5 August 5, 2022 that she could no longer work for Aaron’s, LLC. Tellingly, Daniel said nothing to
6 discourage Casteel from severing her employment and was evidently relieved and content that she
7 did so.

8 19. On April 10, 2023, Casteel filed a complaint with the California Civil Rights
9 Department (formerly the Department of Fair Employment and based on the unlawful conduct
10 described herein. That same day, the Civil Rights Department issued Casteel a right-to-sue notice.
11 **(Exhibit 1.)**

12 20. On May 2, 2023, and subsequent to additional research regarding the identity of the
13 legal entity that was Casteel’s employer, Casteel filed an additional complaint with the Civil Rights
14 Department and was provided with an additional right-to-sue notice. **(Exhibit 2.)**

15 21. In addition, Casteel and current and other former employees of Aaron’s, LLC in
16 California were denied rights under the Labor Code.

17 22. Aaron’s, LLC failed to properly pay all overtime wages earned by Casteel and other
18 California employees. Casteel and other employees earned, in addition to their base pay,
19 nondiscretionary bonuses, commissions, and/or other items of compensation. These were referred
20 to by Aaron’s, LLC, variously, as “incentives,” spiffs, and spot bonuses. **(Exhibit 3.)** Casteel is
21 informed and believes and thereon alleges that these payments were paid in recognition for sales
22 and other metrics of job performance. However, when it came time to calculate and pay overtime
23 wages, Aaron’s, LLC ignored the value of these payments and paid overtime only at 1.5 times
24 Casteel’s base, hourly rate of pay, resulting in an underpayment of wages.

25 23. Additionally, Casteel and other employees were not provided with all rest and
26 periods to which they were entitled. Casteel typically worked a full schedule (shifts of eight hours
27 or more); thus, she was typically entitled to no less than two ten-minute rest periods and one thirty-

1 minute meal period for each workshift. However, she was typically not provided with any ten-
2 minute rest periods, she did not receive meal periods for weekend shifts and, when she was
3 permitted to take a meal period, it was often provided late (i.e., after the end of the fifth hour of
4 work). Additionally, and to the extent that Casteel was paid premiums for denied rest and meal
5 periods, such premiums did not account for the value of earned nondiscretionary bonuses,
6 commissions, and other items of compensation, *supra*.

7 24. Furthermore, Aaron's, LLC failed to provide paid sick leave to Casteel and other
8 employees as required. While Casteel was afforded with paid sick leave, Aaron's, LLC ignored the
9 value of earned nondiscretionary bonuses, commissions, and other items of compensation, and thus
10 failed to pay sick leave at the "regular rate of pay." (Exhibit 3, *supra*.)

11 25. Because Casteel was not paid overtime at the correct rate, was not provided with
12 rest or meal periods or paid premiums at the correct rate, and was not paid with sick leave at the
13 correct rate, the wage statements furnished to her failed to show accurately the gross wages earned,
14 net wages earned, and all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked, in violation of Labor Code section 226, subdivisions
16 (a)(1), (5), and (9). Additionally, the wage statements inaccurately showed payments of sick leave
17 as "hours worked", resulting in violations of Labor Code section 226(a)(2).

18 26. At no point since Casteel's end of employment was she paid the full balance of
19 unpaid wages (including rest and meal period premiums), *supra*. Accordingly, Aaron's, LLC
20 violated Labor Code sections 201 and 202. Additionally, since Casteel was not paid all wages
21 earned, *supra*, upon the close of each pay period, Aaron's, LLC violated Labor Code section 204.

22 27. The foregoing list of misconduct is a partial list only, and set forth by way of
23 example.

24 28. On May 31, 2023, Casteel provided written notice to the Labor and Workforce
25 Development Agency ("LWDA") and Aaron's, LLC regarding the specific provisions of the Labor
26 Code alleged to have been violated, including the facts and theories to support those alleged
27 violations. **(Exhibit 4.)**

1 29. As of the filing of this Complaint, more than 65 days after Casteel's initial written
2 notice, the LWDA has not provided written notice that it intends to investigate any of Casteel's
3 allegations as set forth above. Accordingly, Casteel satisfied the administrative prerequisites under
4 Labor Code section 2699.3 to bring a civil action to recover civil penalties against Aaron's LLC, in
5 addition to other remedies, for other violations of the California Labor Code.

6 **FIRST CAUSE OF ACTION**
7 **SEX/GENDER DISCRIMINATION**
8 **(Gov. Code, § 12940(a))**
9 **Against Aaron's, LLC and Does 1-100**

10 30. Plaintiff hereby realleges and incorporates by reference each and every paragraph
11 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 31. The Fair Employment and Housing Act ("FEHA") explicitly prohibits an employer
14 from refusing to hire or employ a person, discharging a person from employment, or discriminating
15 against such person in compensation or in terms, conditions or privileges of employment on the
16 basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
17 medical condition, marital status, sex, age or sexual orientation. Gov. Code § 12940(a). "Race,
18 religious creed, color, national origin, ancestry, physical disability, mental disability, medical
19 condition, marital status, sex, age, or sexual orientation" includes a perception that the person has
20 any of those characteristics or that the person is associated with a person who has, or is perceived
21 to have, any of those characteristics. Gov. Code § 12926(n).

22 32. At all times relevant herein mentioned, Plaintiff was qualified for the position she
23 held with Aarons, LLC.

24 33. Aaron's, LLC was at all times Plaintiff's employer pursuant to Government Code
25 section 12926(d) and was therefore barred from discriminating in its employment decisions in
26 violation of Government Code section 12940(a).

27 34. Nevertheless, as set forth above, Aaron's, LLC discriminated against Plaintiff based
28 on her sex/gender, in violation of Government Code section 12940(a).

1 35. The acts taken toward Plaintiff were carried out by and/or ratified by Aaron's, LLC
2 and/or managing agents/employees of Aaron's, LLC acting in an oppressive, fraudulent and
3 malicious manner in order to injure or damage Plaintiff, thereby justifying an award of punitive
4 damages.

5 36. As a direct and proximate result of Aaron's, LLC's conduct, Plaintiff has suffered
6 damages and requests relief as hereafter provided.

7 **SECOND CAUSE OF ACTION**
8 **SEX HARASSMENT**
9 **(Gov. Code, § 12940, subd. (j))**
 Against Defendants

10 37. Plaintiff hereby realleges and incorporates by reference each and every paragraph
11 above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 38. The Fair Employment and Housing Act ("FEHA") prohibits an employer or any
14 other person from harassing an employee on the basis of actual or perceived race, religious creed,
15 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
16 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,
17 reproductive health decisionmaking, or veteran or military status. (Gov. Code § 12940, subd. (j).)
18 Sexually harassing conduct need not be motivated by sexual desire. (Gov. Code § 12940, subd.
19 (j)(4)(C).) FEHA also provides that harassment by an employee, other than an agent or supervisor,
20 shall be unlawful if the entity, or its agents or supervisors knows or should have known of the
21 conduct and fails to take immediate and appropriate corrective action. (Gov. Code § 12940, subd.
22 (j).) In addition, an employee is personally liable for any harassment prohibited under Government
23 Code section 12940 that is perpetrated by the employee. (Gov. Code § 12940(j)(3).)

24 39. Nevertheless, as set forth above, Defendants unlawfully harassed Plaintiff in
25 violation of the FEHA.

26 40. Defendants' actions towards Plaintiff were committed by them, their officers,
27 directors, and/or managing agents, and/or employees in an oppressive, fraudulent, and malicious

1 manner, and ratified by them, in order to injure or damage Plaintiff, thereby justifying an award of
2 punitive damages.

3 41. Wherefore, Plaintiff has been injured as set forth above and requests relief as
4 hereafter provided.

5 **THIRD CAUSE OF ACTION**
6 **RETALIATION**
7 **(Gov. Code, § 12940, subd. (h))**
8 **Against Aaron's, LLC and Does 1-100**

9 42. Plaintiff hereby realleges and incorporates by reference each paragraph above as
10 though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
11 cause of action.

12 43. The FEHA explicitly prohibits an employer from retaliating against an employee
13 because the employee has opposed any practices forbidden by the FEHA or because the employee
14 has filed a complaint, testified or assisted in any proceeding under the FEHA. (Gov. Code, §
15 12940, subd. (h).)

16 44. Nevertheless, as set forth above, Defendants retaliated against Plaintiff in violation
17 of Government Code section 12940, subdivision (h).

18 45. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
19 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
20 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

21 46. Wherefore, Plaintiff has been injured as set forth above and requests relief as
22 hereafter provided.

23 **FOURTH CAUSE OF ACTION**
24 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**
25 **(Gov. Code, § 12940, subd. (k))**
26 **Against Aaron's, LLC and Does 1-100**

27 47. Plaintiff hereby realleges and incorporates by reference each and every allegation
28 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
allegations of this cause of action.

1 48. FEHA requires an employer to take all reasonable steps necessary to prevent
2 harassment and discrimination from occurring. (Gov. Code, § 12940, subd. (k).)

3 49. Nevertheless, as set forth above, Defendants failed to prevent harassment and
4 discrimination against Plaintiff.

5 50. As a result of Defendants' conduct, Plaintiff has suffered damages.

6 51. Defendants' actions towards Plaintiff were committed or ratified by Defendants,
7 and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner
8 in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

9 52. Wherefore, Plaintiff has been injured as set forth above and requests relief as
10 hereafter provided.

11 **FIFTH CAUSE OF ACTION**
12 **PRIVATE ATTORNEYS GENERAL ACT**
13 **(Lab. Code, § 2698 *et seq.*)**
 Against Aaron's, LLC and Does 1-100

14 53. Plaintiff hereby realleges and incorporates by reference each and every allegation
15 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
16 allegations of this cause of action.

17 54. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
18 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations
19 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
20 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
21 to the procedures outlined in Labor Code section 2699.3.

22 55. Plaintiff was employed by Defendants and the alleged violations were committed
23 against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined
24 by Labor Code section 2699, subdivision (c). Other current and former employees are also
25 aggrieved employees in that one or more of the alleged violations were also committed against
26 them during their time of employment with Defendants.

56. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

57. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

58. Pursuant to the PAGA, Plaintiff seeks to recover civil penalties against Defendants for violations of the Labor Code.

59. Wherefore, Plaintiff and other employees (current and former) have been aggrieved and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as hereafter provided.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Fourth Causes of Action:

1. For compensatory, special, and general damages;
2. For punitive and/or exemplary damages;
3. For injunctive and declaratory relief pursuant to Government Code section 12965, including but not limited to a cease-and-desist order requiring Defendants to halt their discriminatory practices; an order requiring Defendants to conduct training for all of their employees, supervisors, and management on the requirements of the FEHA; and an order requiring Defendants to develop and promulgate an effective policy for preventing discrimination;

4. For statutory attorneys' fees and costs, including but not limited to those available under Government Code section 12965, subdivision (b);
5. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including but not limited to that available under Civil Code sections 3287, subdivision (a) and 3289, subdivision (b); and
6. For all other and further relief as the court deems just and proper.

As to the Fifth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 226.3, 558, and 2699(f);
2. For injunctive relief;
3. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code section 2699(g);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and
5. For such other and further relief as the court deems just and proper.

///

DATED: April 25, 2024

MAYALL HURLEY P.C.



By _____

JOHN P. BRISCOE
Attorneys for Plaintiff
AMANDA CASTEEL

EXHIBIT 1



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

April 10, 2023

John Briscoe
2453 Grand Canal Blvd.
Stockton, CA 95207

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202304-20204207
Right to Sue: Casteel / Aaron's, Inc. et al.

Dear John Briscoe:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

April 10, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202304-20204207

Right to Sue: Casteel / Aaron's, Inc. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

April 10, 2023

Amanda Casteel
2453 Grand Canal Blvd.
Stockton, 95207

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202304-20204207
Right to Sue: Casteel / Aaron's, Inc. et al.

Dear Amanda Casteel:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective April 10, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Amanda Casteel

CRD No. 202304-20204207

Complainant,

vs.

Aaron's, Inc.
309 E. Paces Ferry Road, NE, Suite 1100
Atlanta, GA 30305-2385

Manish Unknown

,

Respondents

1. Respondent Aaron's, Inc. is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Manish Unknown** individual as Co-Respondent(s).

3. Complainant Amanda Casteel, resides in the City of **Stockton**, State of .

4. Complainant alleges that on or about **August 23, 2022**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual harassment-hostile environment, sexual harassment- quid pro quo.

Complainant was discriminated against because of complainant's sex/gender, sexual harassment- hostile environment and as a result of the discrimination was terminated, forced to quit, other.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment complaint and as a result was terminated, forced to quit, other.

Additional Complaint Details: Complainant was hired by Aaron's, Inc. ("Employer") on or around October 3, 2021 as a sales associate at Employer's store in Stockton, California. At all times throughout her employment, Complainant performed her duties with competence and distinction. After about a couple of months on the job, Complainant was harassed sexually by a co-worker, Manish (last name presently unknown). On a nearly daily basis, Manish made sexual comments, either directed at Complainant or otherwise made loudly in her presence. For one example, when Complainant was eating her lunch, Manish commented "what a lucky burrito" (implying fellatio). Manish also asked incessant questions about Complainant's sex life and what she was "into." He would touch her head, shoulders, and lower back, and sometimes would sidle behind her and breathe heavily on her neck. On one occasion, Complainant was bending over scanning items; Manish came up behind her and, eyeing her body, said "no, no, turn a little more this way." He also made frequent comments about female customers and their bodies and described, graphically, the sexual acts he would like to perform with them. Complainant, naturally, was offended by these comments and asked Manish to stop; he did not stop. Complainant complained to Daniel Gomez, the store manager, on multiple occasions about the harassment. Daniel said, vaguely and unbothered, that he would speak to Manish; still, the harassment continued. Complainant did what she could to avoid Manish and his incessant harassment. On or around June 11, 2022, and with the sex harassment by Manish continuing, Complainant complained to Chris (last name unknown), the collections manager, about the sex harassment that was happening. On June 16, 2022, Complainant arrived at work and she saw that Manish, Sean, and Daniel were in a conference room, conversing and laughing. Shortly thereafter, she was called into that conference room so that, unfortunately, she could discuss the sex harassment that had transpired, with her harasser in the very same room. Daniel, gallingly, asked Complainant what was "going on." Bewildered, Complainant said that Daniel already knew what was going on, as she had complained to him perhaps dozens of times regarding Manish's sexual harassment. She reiterated that she had been sexually harassed on a nearly daily basis and that, regardless of her protests and any action that Employer might have taken, Manish was unrelenting in his harassment of her. Daniel, demonstrating his disinterest in protecting Complainant, said "oh, I didn't know you were taking that seriously." Complainant told Daniel that she was very much taking it seriously, and pointed out to Daniel how anxious and upset she was over the whole ordeal. Oddly, Daniel asked Manish "what can we do about this?" Manish sat silently. Complainant stated that she was not comfortable coming to work in the current environment, and pleaded with Manish to stop harassing her. Manish, showing no remorse or even concern, nonchalantly said he would stop harassing Complainant. Upset with Manish's attitude and how unbothered management seemed to be reacting to her complaints, Complainant was distraught and went outside the store where she called her cousin to discuss what was happening to her. Daniel came out of the store, walked up to Complainant, told her to end the call, and then asked if she had any recording devices on her. Complainant, confused, said no. Complainant told Daniel that she was very uncomfortable being at the store and asked for permission to leave for the day. She also told Daniel that he needed to suspend Manish, or do something, anything, to remedy the situation. Daniel told Complainant that she could not go home, and Complainant was forced to work the remainder of her shift. On June 18, 2022, Complainant texted Daniel, expressing her concerns that their meeting was

1 not constructive and that she was considering quitting. Daniel responded that he was going
2 to suspend Manish; however, this never happened. Daniel instead encouraged Complainant
3 to take time off work. Over the following weeks, Complainant was forced to continue to work
4 the same shifts as Manish, who would menacingly look Complainant up and down every
5 chance he got. Complainant nonetheless endeavored to continue in her job and endure
6 Manish's inappropriate behavior. On or around August 5, 2022, Daniel actually mocked
7 Complainant for her refusal to quit, saying "I know you won't quit because you're a coward."
8 Complainant, naturally, was aghast and insulted by this and, given Employer's abject failure
9 to take the appropriate remedial and preventative action, was effectively forced to resign her
10 employment and informed Daniel on August 5, 2022 that she could no longer work for
11 Employer. Tellingly, Daniel said nothing to discourage Complainant from severing her
12 employment and was evidently relieved and content that she did so. Employer failed to
13 prevent the foregoing, which is a partial list only and set forth by way of mere example.
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1 VERIFICATION

2 I, **John P. Briscoe**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On April 10, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Lodi, CA**
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EXHIBIT 2



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 2, 2023

John Briscoe
112 S. Church St.
Lodi, CA 95240

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202305-20547102
Right to Sue: Casteel / Aaron's, LLC et al.

Dear John Briscoe:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 2, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202305-20547102

Right to Sue: Casteel / Aaron's, LLC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
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May 2, 2023

Amanda Casteel
2453 Grand Canal Blvd.
Stockton, 95207

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202305-20547102
Right to Sue: Casteel / Aaron's, LLC et al.

Dear Amanda Casteel:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective May 2, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Amanda Casteel

CRD No. 202305-20547102

Complainant,

vs.

Aaron's, LLC
400 Galleria Parkway SE, Suite 300
Atlanta, GA 30339

Manish Unknown

,

Respondents

1. Respondent **Aaron's, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Manish Unknown** individual as Co-Respondent(s).

3. Complainant **Amanda Casteel**, resides in the City of **Stockton**, State of .

4. Complainant alleges that on or about **August 23, 2022**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual harassment- hostile environment, sexual harassment- quid pro quo.

Complainant was discriminated against because of complainant's sex/gender, sexual harassment- hostile environment, sexual harassment- quid pro quo and as a result of the discrimination was terminated, forced to quit, other.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment complaint and as a result was terminated, forced to quit, other.

Additional Complaint Details: Complainant was hired by Aaron's, Inc. ("Employer") on or around October 3, 2021 as a sales associate at Employer's store in Stockton, California. At all times throughout her employment, Complainant performed her duties with competence and distinction. After about a couple of months on the job, Complainant was harassed sexually by a co-worker, Manish (last name presently unknown). On a nearly daily basis, Manish made sexual comments, either directed at Complainant or otherwise made loudly in her presence. For one example, when Complainant was eating her lunch, Manish commented "what a lucky burrito" (implying fellatio). Manish also asked incessant questions about Complainant's sex life and what she was "into." He would touch her head, shoulders, and lower back, and sometimes would sidle behind her and breathe heavily on her neck. On one occasion, Complainant was bending over scanning items; Manish came up behind her and, eyeing her body, said "no, no, turn a little more this way." He also made frequent comments about female customers and their bodies and described, graphically, the sexual acts he would like to perform with them. Complainant, naturally, was offended by these comments and asked Manish to stop; he did not stop. Complainant complained to Daniel Gomez, the store manager, on multiple occasions about the harassment. Daniel said, vaguely and unbothered, that he would speak to Manish; still, the harassment continued. Complainant did what she could to avoid Manish and his incessant harassment. On or around June 11, 2022, and with the sex harassment by Manish continuing, Complainant complained to Chris (last name unknown), the collections manager, about the sex harassment that was happening. On June 16, 2022, Complainant arrived at work and she saw that Manish, Sean, and Daniel were in a conference room, conversing and laughing. Shortly thereafter, she was called into that conference room so that, unfortunately, she could discuss the sex harassment that had transpired, with her harasser in the very same room. Daniel, gallingly, asked Complainant what was "going on." Bewildered, Complainant said that Daniel already knew what was going on, as she had complained to him perhaps dozens of times regarding Manish's sexual harassment. She reiterated that she had been sexually harassed on a nearly daily basis and that, regardless of her protests and any action that Employer might have taken, Manish was unrelenting in his harassment of her. Daniel, demonstrating his disinterest in protecting Complainant, said "oh, I didn't know you were taking that seriously." Complainant told Daniel that she was very much taking it seriously, and pointed out to Daniel how anxious and upset she was over the whole ordeal. Oddly, Daniel asked Manish "what can we do about this?" Manish sat silently. Complainant stated that she was not comfortable coming to work in the current environment, and pleaded with Manish to stop harassing her. Manish, showing no remorse or even concern, nonchalantly said he would stop harassing Complainant. Upset with Manish's attitude and how unbothered management seemed to be reacting to her complaints, Complainant was distraught and went outside the store where she called her cousin to discuss what was happening to her. Daniel came out of the store, walked up to Complainant, told her to end the call, and then asked if she had any recording devices on her. Complainant, confused, said no. Complainant told Daniel that she was very uncomfortable being at the store and asked for permission to leave for the day. She also told Daniel that he needed to suspend Manish, or do something, anything, to remedy the situation. Daniel told Complainant that she could not go home, and Complainant was forced to work the remainder of her shift. On June 18, 2022, Complainant texted Daniel, expressing her concerns that their meeting was

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1 VERIFICATION

2 I, **John P. Briscoe**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On May 2, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Lodi, CA

EXHIBIT 3



Employee Name: Amanda Casteel
Employee #: 461552
Employee Address: [REDACTED]
Pay Group: SALO Hourly
Site: C1255 - Stockton *GN-N* (Site)
Department: SALO - Corporate Retail
Job Title: 075-Sales Associate

Pay Date: 6/24/2022
Pay Period: 6/5/2022 - 6/18/2022
Check #: 502557546
Pay Frequency: Bi-Weekly
Pay Rate: 15.0000
Federal Filing Status: Single
Federal 2c/Extra Withholding: No/\$0.00
State Filing Status: Single; Alt Code 01 (CA)
State Exemptions: 1 (CA)

Employer Name: Aarons LLC
Employer Phone: 678.402.0015
Employer Address: 400 Chastain Center Blvd
Suite 400
Kennesaw, GA 30144

	Current 6/5/2022 - 6/18/2022			YTD As of 6/18/2022	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	54.30		\$1,349.89	851.54	\$15,922.66
Regular	43.80	15.0000	\$657.00	736.59	\$10,991.53
Overtime	1.50	22.5000	\$33.75	25.45	\$570.93
Holiday				24.00	\$352.00
Sick	8.00	15.0000	\$120.00	32.50	\$487.50
Meal Exception	1.00	15.0000	\$15.00	33.00	\$493.00
CA OT Adjust			\$19.14		\$211.16
Agreemt Incent			\$459.70		\$1,672.57
Store Spiff			\$20.00		\$1,170.00
Retail Incentiv			\$25.30		\$104.42
Spot Bonus					\$300.00
Gross up					\$54.83
**On-Demand Previous Year					(\$485.28)
Taxable Benefits					\$92.01
Taxable Fringe					\$92.01
Pre-Tax Deductions			\$67.49		\$817.67
401K Pre Tax			\$67.49		\$817.67
Taxes			\$149.80		\$2,014.44
Federal W/H Tax			\$11.11		\$343.91
Social Security Tax W/H EE			\$83.69		\$992.91
Medicare Tax W/H EE			\$19.57		\$232.21
CA W/H			\$20.59		\$269.25
CA DT EE			\$14.84		\$176.16
Post-Tax Deductions			\$89.56		\$1,592.97
Apparel Purch A			\$89.56		\$128.56
Apparel Purch B					\$40.26
Apparel Purch C					\$89.60
Merch Purch 1					\$1,334.55
	Routing #	Account #	Amount		Amount
Net Pay			\$1,043.04		\$11,497.58
On-Demand Pay - 6/5/2022			\$47.09		
On-Demand Pay - 6/6/2022			\$59.78		
On-Demand Pay - 6/13/2022			\$145.95		
Direct Deposit			\$790.22		

Accruals & Balances					
Vacation Balance:	13.63 Hours	Vacation Accrued:	2.26 Hours		
Sick Balance:	4.45 Hours	Sick Accrued:	1.78 Hours	Sick Taken:	8.00 Hours
Sick Carryover Balance:	0.00 Hours				
Floating Holiday Balance:	8.00 Hours				

Messages from your Employer	
#Indicates piece quantity, not included in Total Hours	
If you have concerns regarding your paycheck, please contact 678-402-3699 or HRsupport@aarons.com. Call Aaron's-Cares at 1-866-453-5144 to report any actual or suspected discrimination, harassment, retaliation, theft and/or ethics concerns.	

**The amount of ODP wages and taxes from the first pay period paid out prior to January are reflected as YTD wages in the prior calendar year.

EXHIBIT 4

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]

LAW OFFICES OF

MAYALL HURLEY

A PROFESSIONAL CORPORATION

112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

May 31, 2023

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Aaron's, LLC
400 Galleria Parkway SE, Suite 300
Atlanta, GA 30339

Re: Amanda Casteel/Aaron's, LLC

To whom it may concern:

This firm represents Amanda Casteel ("Casteel") in connection with claims arising from her prior employment with Aaron's, LLC. In accordance with Labor Code section 2699.3, this letter shall serve as Casteel's written notice to the Labor and Workforce Development Agency ("LWDA") and Aaron's, LLC regarding the following violations, and facts and theories supporting those violations, on Casteel's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Aaron's, LLC.

Casteel was hired by Aaron's, LLC on or around October 3, 2021 as a sales associate at Aaron's, LLC's Stockton store. (Aaron's, LLC does business as "Aaron's", a retailer of furniture, appliances, and other home goods.) At all times during her employment, Casteel was an hourly, nonexempt employee, eligible under California law for overtime, as well as rest and meal periods. Casteel's employment with Aaron's, LLC ended on or around August 5, 2022.

Aaron's, LLC failed to properly pay all overtime wages earned by Casteel. Casteel and other employees earned, in addition to their base pay, nondiscretionary bonuses, commissions, and/or other items of compensation. These were referred to by Aaron's, LLC, variously, as "incentives," spiffs, and spot bonuses. **Exhibit A.** Casteel is

Labor and Workforce Development Agency
Aaron's, LLC
Re: Amanda Casteel
May 31, 2023
Page 2 of 3

informed and believes and thereon alleges that these payments were paid in recognition for sales and other metrics of job performance. However, when it came time to calculate and pay overtime wages, Aaron's, LLC ignored the value of these payments and paid overtime only at 1.5 times Casteel's base, hourly rate of pay, resulting in an underpayment of wages. See DLSE Enforcement Policies and Interpretations Manual, § 49. Accordingly, Aaron's, LLC failed to pay all earned overtime at the required rate, resulting in violations of Labor Code section 510.

Additionally, Casteel was not provided with all rest and periods to which she was entitled. She typically worked a full schedule (shifts of eight hours or more); thus, she was typically entitled to no less than two ten-minute rest periods and one thirty-minute meal period for each workshift. However, she was typically not provided with any ten-minute rest periods, she did not receive meal periods for weekend shifts and, when she was permitted to take a meal period, it was often provided late (i.e., after the end of the fifth hour of work). Additionally, and to the extent that Casteel was paid premiums for denied rest and meal periods, such premiums did not account for the value of earned nondiscretionary bonuses, commissions, and other items of compensation, *supra*. See *Ferra v. Loews Hollywood Hotel, LLC* (2019) 40 Cal.App.5th 1239. Accordingly, Aaron's, LLC violated Labor Code sections 226.7 and 512.

Furthermore, Aaron's, LLC failed to provide paid sick leave as required. While Casteel was afforded with paid sick leave, Aaron's, LLC ignored the value of earned nondiscretionary bonuses, commissions, and other items of compensation, and thus failed to pay sick leave at the "regular rate of pay." Exhibit A, *supra*; see also Lab. Code, § 247(l); 29 U.S.C. § 207(e); DLSE Enforcement Policies and Interpretations Manual, § 49. Accordingly, Aaron's, LLC violated Labor Code sections 233 and 246.

Because Casteel was not paid overtime at the correct rate, was not provided with rest or meal periods or paid premiums at the correct rate, and was not paid with sick leave at the correct rate, the wage statements furnished to her failed to show accurately the gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9). Additionally, the wage statements inaccurately showed payments of sick leave as "hours worked", resulting in violations of Labor Code section 226(a)

At no point since Casteel's end of employment was she paid the full balance of unpaid wages (including rest and meal period premiums), *supra*. Accordingly, Aaron's, LLC violated Labor Code sections 201 and 202. Additionally, since Casteel was not paid all wages earned, *supra*, upon the close of each pay period, Aaron's, LLC violated Labor Code section 204.

Labor and Workforce Development Agency
Aaron's, LLC
Re: Amanda Casteel
May 31, 2023
Page 3 of 3

The foregoing violations, and each of them, were committed as against current and other former employees of Aaron's, LLC, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Casteel intends to file a civil complaint against Aaron's, LLC pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.



By _____
JOHN P. BRISCOE

Attachment

EXHIBIT A



Employee Name: Amanda Casteel
Employee #: 461552
Employee Address: [REDACTED]
Pay Group: SALO Hourly
Site: C1255 - Stockton *GN-N* (Site)
Department: SALO - Corporate Retail
Job Title: 075-Sales Associate

Pay Date: 6/24/2022
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Kennesaw, GA 30144

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Pay Rate: 15.0000
Federal Filing Status: Single
Federal 2c/Extra Withholding: No/\$0.00
State Filing Status: Single; Alt Code 01 (CA)
State Exemptions: 1 (CA)

Employer Name: Aarons LLC
Employer Phone: 678.402.0015
Employer Address: 400 Chastain Center Blvd
Suite 400
Kennesaw, GA 30144

Supplemental Earnings Statement					
Earnings	Begin Date	End Date	Hours/Units	Rate	Amount
Regular	6/5/2022	6/11/2022	22.93	15.0000	\$344.00
Regular	6/12/2022	6/18/2022	20.87	15.0000	\$313.00
Overtime	6/12/2022	6/18/2022			\$33.75
Sick	6/12/2022	6/18/2022			\$120.00
Meal Exception	6/5/2022	6/11/2022			\$15.00
CA OT Adjust	5/22/2022	6/4/2022			\$19.14
Agreemt Incent	5/1/2022	5/31/2022			\$459.70
Store Spiff	5/1/2022	5/31/2022			\$20.00
Retail Incentiv	5/1/2022	5/31/2022			\$25.30
Total Hours Paid			54.30		

PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 S. Church Street, Lodi, CA 95240, that is located in the county where the mailing and/or delivery below took place.

On April 25, 2024, I served the following document:

FIRST AMENDED COMPLAINT

addressed to:

J. Scott Carr (scarr@kcozlaw.com)
Paul G. Sherman (psherman@kcozlaw.com)
Adria K. Harris (aharris@kcozlaw.com)
KABAT CHAPMAN & OZMER LLP
333 S. Grand Avenue, Suite 2225
Los Angeles, California 90071
Karen Diehl (kdiehl@kcozlaw.com)
Windy Thor (wthor@kcozlaw.com)

☐ **BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On the date specified below, at my place of business at Lodi, California a copy of the document described above was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid addressed to the individuals and/or entities mentioned above; and that envelope was placed for collection and mailing on that date following ordinary business practice.

☒ **BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is lriley@mayallaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 25, 2024, at Lodi, California.


LINDSAY RILEY