

4/16/2026 1:12:14 PM

Clerk of the Superior Court
By M. Guyot, Deputy Clerk

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13 Attorneys for Plaintiff,
14 **BRAD OATES**

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO**

17 BRAD OATES, an individual,

18 Plaintiff,

19 vs.

20 22ND DISTRICT AGRICULTURAL
21 ASSOCIATION dba DEL MAR
22 FAIRGROUNDS, a California state governmental
23 entity and DOES 1 through 50, inclusive,

24 Defendants.

Case No.: 26CU021197C

COMPLAINT FOR DAMAGES

1. AGE DISCRIMINATION

2. WRONGFUL TERMINATION

3. REST BREAK VIOLATIONS

4. MEAL BREAK VIOLATIONS

DEMAND FOR JURY TRIAL

1 **GENERAL ALLEGATIONS**

2 1. Plaintiff, BRAD OATES (hereinafter “Plaintiff”), was, at all relevant times mentioned
3 herein, an employee of Defendants. At all relevant times herein, Plaintiff resided in the State of
4 California, County of San Diego.

5 2. Defendant, 22ND DISTRICT AGRICULTURAL ASSOCIATION dba DEL MAR
6 FAIRGROUNDS (hereinafter “Del Mar Fairgrounds” and/or “Defendant”), is, and at all times
7 mentioned herein was, a public entity organized and existing under the laws of the State of
8 California, engaged in the business of administering and maintaining the San Diego County
9 Fairgrounds and the events held thereon.

10 3. At all times relevant to this action, the employees and/or agents of Defendants were
11 acting within the course and scope of their employment/agency, and on behalf of Defendants, such
12 that their acts and/or omissions to act are imputable to them under the doctrine of respondeat
13 superior.

14 4. Alternatively, at all times relevant to this action, Defendants cloaked their employees
15 with the appearance of actual authority, such that Plaintiff was justified in relying thereon, and
16 therefore their acts and/or omissions to act may be imputed to Defendants under the doctrine of
17 respondeat superior.

18 5. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as
19 DOES 1 through 50, inclusive, and therefore, Plaintiff sues those Defendants by such fictitious
20 names. Plaintiff will amend this complaint to allege their names and capacities when ascertained.
21 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants
22 is responsible in some manner for the occurrences alleged herein.

23 6. Plaintiff has complied with and/or exhausted any applicable statutes and/or administrative
24 and/or internal remedies and/or grievance procedures or is excused from complying therewith.

25 7. Plaintiff has filed an administrative complaint with the California Civil Rights
26 Department (“CRD”), substantially alleging the acts and conduct of Defendants as herein described.
27 Attached hereto as Exhibit A is a true and correct copy of the CRD complaint filed by Plaintiff and
28 a “right to sue” notice issued to Plaintiff by the CRD on April 16, 2026.

1 **FACTUAL ALLEGATIONS**

2 8. Plaintiff Brad Oates was employed by Defendant 22nd District Agricultural Association,
3 doing business as Del Mar Fairgrounds, as a seasonal Carpenter for approximately ten years,
4 beginning in or around April 2014.

5 9. Plaintiff worked full-time, and often more than full-time, each season. Plaintiff's seasonal
6 employment typically ran from April through October.

7 10. Plaintiff was a dedicated, long-tenured employee. Plaintiff received praise from his
8 supervisors and regular raises throughout his employment with Defendant.

9 11. Plaintiff never received any warnings or disciplinary action during his entire decade of
10 employment with Defendant.

11 12. In approximately January 2024, Defendant posted a permanent Carpenter position.

12 13. Plaintiff applied for the permanent Carpenter position. Plaintiff had ten years of
13 experience performing the same work on a seasonal basis for Defendant.

14 14. The hiring process for the permanent Carpenter position included an interview and a
15 written competency test.

16 15. Plaintiff scored a 95 out of 100 on the written competency test.

17 16. A panel of three individuals conducted the interview for the permanent Carpenter
18 position.

19 17. Two of the three interviewers were Plaintiff's supervisors, Troy Blake and Brad.

20 18. Troy Blake and Brad, two of the three interviewers, supported hiring Plaintiff for the
21 permanent Carpenter position.

22 19. Defendant's CEO, Carlene Moore, overruled Troy Blake and Brad and refused to hire
23 Plaintiff for the permanent Carpenter position.

24 20. CEO Carlene Moore told Plaintiff's supervisors, Troy Blake and Brad, that Plaintiff was
25 "too old" for the permanent Carpenter position.

26 21. At the time CEO Carlene Moore stated Plaintiff was "too old," Plaintiff was
27 approximately 66 years old.
28

1 22. Despite Plaintiff scoring 95 out of 100 on the competency test, despite two of three
2 interviewers supporting hiring Plaintiff, despite Plaintiff having a decade of experience performing
3 the same work for Defendant, and despite Plaintiff having no disciplinary history, CEO Carlene
4 Moore refused to hire Plaintiff for the permanent Carpenter position.

5 23. Rather than hiring Plaintiff, as recommended by the interviewers, CEO Carlene Moore
6 hired her nephew for the permanent Carpenter position.

7 24. Plaintiff did not receive any formal communication from Defendant explaining why he
8 was not selected for the permanent Carpenter position.

9 25. The permanent Carpenter position was first posted in approximately January 2024.

10 26. Defendant allowed the six-month hiring window to expire without filling the permanent
11 Carpenter position.

12 27. Because the hiring window had closed, the permanent Carpenter position had to be
13 reposted.

14 28. After Plaintiff was denied the permanent Carpenter position, Defendant asked Plaintiff to
15 return for the seasonal Carpenter role.

16 29. Defendant asked Plaintiff to train the person who received the permanent Carpenter
17 position, *i.e.*, CEO Carlene Moore's nephew.

18 30. Defendant clearly considered Plaintiff qualified enough to train the younger candidate
19 Defendant hired instead of Plaintiff, who would not have required any such training at all.

20 31. After being denied the permanent Carpenter position, Plaintiff was removed from his
21 seasonal Carpenter position entirely.

22 32. Plaintiff has not worked at Del Mar Fairgrounds since approximately October 2024.

23 33. Plaintiff had held his seasonal Carpenter position for ten years without incident.

24 34. Plaintiff lost his seasonal position not because of his skills or his performance, but
25 because CEO Carlene Moore decided he was “too old” and hired her younger, less skilled nephew
26 in his place.

27 35. Despite Plaintiff's supervisors, Troy Blake and Brad, who knew Plaintiff's skills, work
28 habits, and fitness for the position best, serving on the interview panel for the permanent Carpenter

1 position and recommending that Defendant hire Plaintiff, Defendant rejected Plaintiff because of
2 Ms. Moore's prejudice against Plaintiff's age.

3 36. Plaintiff earned approximately \$40,000 per year in his seasonal Carpenter role.

4 37. The permanent Carpenter position that Defendant denied Plaintiff paid approximately
5 \$70,000 per year.

6 38. Plaintiff lost not only his existing seasonal income but also the opportunity for a
7 significant increase in compensation and year-round employment stability.

8 39. Plaintiff regularly worked ten to twelve hours per day, approximately fifty hours per
9 week.

10 40. Despite Plaintiff's long shifts, Defendant did not provide Plaintiff with the required ten-
11 minute rest breaks.

12 41. Defendant purported to provide Plaintiff a one-hour lunch break.

13 42. Plaintiff's purported one-hour lunch break was frequently interrupted by Defendant.

14 43. Defendant failed to provide Plaintiff with uninterrupted meal breaks of at least 30 minutes
15 as required by California law.

16 44. As a result of Defendant's conduct, Plaintiff has suffered lost wages, lost benefits, and
17 emotional distress.

18 45. Plaintiff lost the permanent Carpenter position for which he was demonstrably, and
19 admittedly, qualified.

20 46. Plaintiff lost the seasonal Carpenter position he had held for ten years.

21 47. Plaintiff is entitled to compensatory damages, statutory penalties, premium pay for
22 missed rest and meal breaks, and attorney's fees and costs.

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1 **FIRST CAUSE OF ACTION**

2 **AGE DISCRIMINATION - DISPARATE TREATMENT**

3 **(In Violation of Gov. Code, § 12940(a))**

4 **(Against All Defendants)**

5
6 48. Plaintiff realleges and incorporates by reference paragraphs 1 through 47 as though fully
7 set forth herein.

8 49. Defendant 22nd District Agricultural Association, doing business as Del Mar
9 Fairgrounds, was at all relevant times an employer within the meaning of the California Fair
10 Employment and Housing Act, Government Code section 12940(a). Defendant employed Plaintiff
11 Brad Oates as a seasonal Carpenter for approximately ten years, beginning in or around April 2014
12 and continuing through approximately October 2024.

13 50. Plaintiff Brad Oates was an employee of Defendant 22nd District Agricultural
14 Association, doing business as Del Mar Fairgrounds. Plaintiff worked as a seasonal Carpenter for
15 Defendant for approximately ten years, beginning in or around April 2014. Plaintiff worked full-
16 time, and often more than full-time, each season, typically from April through October. Plaintiff
17 was a dedicated, long-tenured employee. Plaintiff received praise from his supervisors and regular
18 raises. Plaintiff never received any warnings or disciplinary action during his entire decade of
19 employment with Defendant.

20 51. Defendant subjected Plaintiff to the following adverse employment actions:

21 (a) Failure to Promote: In approximately January 2024, Defendant posted a permanent
22 Carpenter position. Plaintiff applied for the position. Plaintiff had ten years of
23 experience performing the same work on a seasonal basis. The hiring process
24 included an interview and a written competency test. Plaintiff scored a 95 out of 100
25 on the competency test. A panel of three individuals conducted the interview. Two of
26 the three interviewers, Plaintiff's supervisors Troy Blake and Brad, supported hiring
27 Plaintiff. CEO Carlene Moore overruled them. CEO Carlene Moore hired her
28 nephew instead. Plaintiff did not receive any formal communication explaining why

1 he was not selected. Defendant considered Plaintiff qualified enough to train the
2 person hired instead of him.

3 (b) Termination: After being denied the permanent position, Plaintiff was removed from
4 his seasonal position entirely. Plaintiff has not worked at Del Mar Fairgrounds since
5 approximately October 2024. Plaintiff had held his seasonal position for ten years
6 without incident.

7 52. Plaintiff Brad Oates was approximately 66 years old at the time he was denied the
8 permanent position and at the time he was removed from his seasonal position. Plaintiff was well
9 over the age of 40 at all relevant times.

10 53. Plaintiff's age was a substantial motivating reason for Defendant's decision to deny
11 Plaintiff the permanent Carpenter position and to remove Plaintiff from his seasonal position. CEO
12 Carlene Moore told Plaintiff's supervisors, Troy Blake and Brad, that Plaintiff was "too old" for the
13 permanent position, without any reference to Plaintiff's skills or qualifications. Despite Plaintiff
14 scoring 95 out of 100 on the competency test, despite two of three interviewers supporting hiring
15 Plaintiff, despite Plaintiff having a decade of experience, and despite Plaintiff having no
16 disciplinary history, CEO Carlene Moore overruled the interviewers and hired her nephew instead.
17 Plaintiff's supervisors Troy Blake and Brad served on the interview panel and were told directly by
18 CEO Carlene Moore that Plaintiff was "too old" for the position. After being passed over for the
19 permanent position because the CEO said he was "too old," Plaintiff was then removed from his
20 seasonal position entirely.

21 54. As a result of Defendant's conduct, Plaintiff has suffered harm. Plaintiff lost the
22 permanent Carpenter position for which he was demonstrably qualified. The permanent position
23 paid approximately \$70,000 per year. Plaintiff also lost the seasonal position he had held for ten
24 years. Plaintiff earned approximately \$40,000 per year in his seasonal role. Plaintiff lost not only his
25 existing seasonal income but the opportunity for a significant increase in compensation and year-
26 round employment stability. Plaintiff has also suffered emotional distress as a result of Defendant's
27 conduct.

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1 55. Defendant's conduct in denying Plaintiff the permanent position and removing Plaintiff
2 from his seasonal position because of his age was fraudulent, malicious, oppressive, pervasive, and
3 a substantial factor in causing Plaintiff's harm. But for Defendant's discriminatory conduct, Plaintiff
4 would have received the permanent Carpenter position for which he was demonstrably qualified, or
5 at minimum, would have continued in his seasonal position. Defendant's conduct directly caused
6 Plaintiff's lost wages, lost benefits, lost employment stability, and emotional distress.

7 56. As a further legal result of the conduct of Defendants, and each of them, Plaintiff was
8 required, and/or in the future may be required, to engage the services of health care providers, and
9 incurred expenses for health care services, supplies, medicines, health care appliances, modalities,
10 and/or other related expenses in a sum to be ascertained according to proof.

11 57. As a further legal result of the conduct of Defendants, and each of them, Plaintiff suffered
12 other incidental and consequential damages, in an amount according to proof.

13 58. As a further legal result of the conduct of Defendants, and each of them, Plaintiff is
14 entitled to attorneys' fees and costs in an amount according to proof pursuant to California
15 Government Code section 12965.

16 59. As a further legal result of the conduct of Defendants, and each of them, Plaintiff is
17 entitled to prejudgment interest pursuant to California Civil Code section 3287 and/or any other
18 provision of law providing for prejudgment interest.

19 **SECOND CAUSE OF ACTION**

20 **WRONGFUL TERMINATION**

21 **In Violation Of Public Policy (Common Law)**

22 (Against All Defendants)

23
24 60. Plaintiff realleges and incorporates by reference paragraphs 1 through 59 as though fully
25 set forth herein.

26 61. Plaintiff Brad Oates was employed by Defendant 22nd District Agricultural Association,
27 doing business as Del Mar Fairgrounds. Plaintiff worked as a seasonal Carpenter for Defendant for
28 approximately ten years, beginning in or around April 2014. Plaintiff worked full-time, and often

1 more than full-time, each season, typically from April through October. Plaintiff was a dedicated,
2 long-tenured employee. Plaintiff received praise from his supervisors and regular raises. Plaintiff
3 never received any warnings or disciplinary action during his entire decade of employment with
4 Defendant.

5 62. Defendant discharged Plaintiff from his employment. After being denied the permanent
6 Carpenter position, Plaintiff was removed from his seasonal position entirely. Plaintiff has not
7 worked at Del Mar Fairgrounds since approximately October 2024. Plaintiff had held his seasonal
8 position for ten years without incident.

9 63. California has a fundamental public policy prohibiting discrimination against employees
10 based on age. This public policy is expressed in the California Fair Employment and Housing Act,
11 Government Code section 12940(a), which prohibits discrimination against employees aged 40 and
12 older. Plaintiff's age was a substantial motivating reason for Defendant's decision to discharge
13 Plaintiff from his seasonal position. CEO Carlene Moore told Plaintiff's supervisors, Troy Blake
14 and Brad, that Plaintiff was "too old" for the permanent position. Plaintiff was approximately 66
15 years old at the time. After CEO Carlene Moore stated Plaintiff was "too old" and hired her nephew
16 for the permanent position instead of Plaintiff, Plaintiff was removed from his seasonal position
17 entirely. Plaintiff had held his seasonal position for ten years without incident. Plaintiff lost his
18 position not because of his performance, but because the CEO decided he was "too old" and wanted
19 to hire her nephew.

20 64. As a result of Defendant's conduct, Plaintiff has suffered harm. Plaintiff lost the seasonal
21 position he had held for ten years. Plaintiff earned approximately \$40,000 per year in his seasonal
22 role. Plaintiff has suffered lost wages and lost benefits. Plaintiff has also suffered emotional distress
23 as a result of Defendant's conduct.

24 65. Defendant's discharge of Plaintiff was fraudulent, malicious, oppressive, pervasive, and a
25 substantial factor in causing Plaintiff's harm. But for Defendant's wrongful discharge of Plaintiff,
26 Plaintiff would have continued in his seasonal position, which he had held for ten years. Defendant's
27 conduct directly caused Plaintiff's lost wages, lost benefits, and emotional distress.

28

1 California law based on his hours worked, and Defendant failed to authorize and permit Plaintiff to
2 take those rest breaks.

3 73. As a legal result of the conduct of Defendants, and each of them, Plaintiff is entitled to
4 economic damages including, but not limited to unpaid wages, premium pay, and statutory
5 applicable penalties.

6 74. As a further legal result of the conduct of Defendants, and each of them, Plaintiff was
7 required, and/or in the future may be required, to engage the services of health care providers, and
8 incurred expenses for health care services, supplies, medicines, health care appliances, modalities,
9 and/or other related expenses in a sum to be ascertained according to proof.

10 75. As a further legal result of the conduct of Defendants, and each of them, Plaintiff suffered
11 other incidental and consequential damages, in an amount according to proof.

12 76. As a further legal result of the conduct of Defendants, and each of them, Plaintiff is
13 entitled to attorneys' fees and costs in an amount according to proof pursuant to California
14 Government Code section 12965.

15 77. As a further legal result of the conduct of Defendants, and each of them, Plaintiff is
16 entitled to prejudgment interest pursuant to California Civil Code section 3287 and/or any other
17 provision of law providing for prejudgment interest.

18 **FOURTH CAUSE OF ACTION**

19 **MEAL BREAK VIOLATIONS**

20 **(In Violation of Lab. Code, §§ 226.7, 512)**

21 **(Against All Defendants)**

22
23 78. Plaintiff realleges and incorporates by reference paragraphs 1 through 77 as though fully
24 set forth herein.

25 79. Plaintiff Brad Oates worked for Defendant 22nd District Agricultural Association, doing
26 business as Del Mar Fairgrounds, for numerous workdays for periods lasting longer than five hours.
27 Plaintiff worked as a seasonal Carpenter for Defendant for approximately ten years, beginning in or
28 around April 2014 through approximately October 2024. Plaintiff worked full-time, and often more

1 than full-time, each season, typically from April through October. Plaintiff regularly worked ten to
2 twelve hours per day, approximately fifty hours per week.

3 80. Defendant did not provide Plaintiff with the opportunity to take uninterrupted meal
4 breaks of at least 30 minutes. Plaintiff's one-hour lunch break was frequently interrupted. An
5 interrupted meal break does not satisfy Defendant's obligation to provide Plaintiff with the
6 opportunity to take an uninterrupted meal break of at least 30 minutes as required by California law.

7 81. As a legal result of the conduct of Defendants, and each of them, Plaintiff is entitled to
8 economic damages including, but not limited to unpaid wages, premium pay, and statutory
9 applicable penalties.

10 82. As a further legal result of the conduct of Defendants, and each of them, Plaintiff was
11 required, and/or in the future may be required, to engage the services of health care providers, and
12 incurred expenses for health care services, supplies, medicines, health care appliances, modalities,
13 and/or other related expenses in a sum to be ascertained according to proof.

14 83. As a further legal result of the conduct of Defendants, and each of them, Plaintiff suffered
15 other incidental and consequential damages, in an amount according to proof.

16 84. As a further legal result of the conduct of Defendants, and each of them, Plaintiff is
17 entitled to attorneys' fees and costs in an amount according to proof pursuant to California
18 Government Code section 12965.

19 85. As a further legal result of the conduct of Defendants, and each of them, Plaintiff is
20 entitled to prejudgment interest pursuant to California Civil Code section 3287 and/or any other
21 provision of law providing for prejudgment interest.

22 **PRAYER FOR RELIEF.**

23 **WHEREFORE**, Plaintiff seeks judgment against Defendants, and each of them, for:

24 1. On each cause of action, for physical, mental, and emotional injuries, pain, distress,
25 suffering, anguish, fright, nervousness, grief, anxiety, worry, shame, mortification, injured feelings,
26 shock, humiliation and indignity, as well as other unpleasant physical, mental, and emotional
27 reactions, damages to reputation, and other non-economic damages, in a sum to be ascertained
28 according to proof;

1 2. On each cause of action, for health care services, supplies, medicines, health care
2 appliances, modalities, and other related expenses in a sum to be ascertained according to proof;

3 3. On each cause of action, for loss of wages, income, earnings, earning capacity,
4 overtime, pension, benefits, premiums, penalties, and other economic damages in a sum to be
5 ascertained according to proof;

6 4. Other actual, consequential, and/or incidental damages in a sum to be ascertained
7 according to proof;

8 5. Attorney fees and costs of suit pursuant to California Government Code Section
9 12965, Code of Civil Procedure Section 1021.5, and other authorities;

10 6. Costs of suit herein incurred;

11 7. Prejudgment interest;

12 8. Such other and further relief as the Court may deem just and proper.

13

14

15 DATED: April 16, 2026

THE LAW OFFICE OF SHAWN P. THOMAS

16

17

18

By: Shawn P. Thomas
SHAWN P. THOMAS
Attorney for Plaintiff
BRAD OATES

19

20

21 DATED: April 16, 2026

ARDEN LAW FIRM, P.C.

22

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24

By: Maks Shapiro
MAKS SHAPIRO
Attorney for Plaintiff
BRAD OATES

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

DATED: April 16, 2026

THE LAW OFFICE OF SHAWN P. THOMAS

By: Shawn P. Thomas
SHAWN P. THOMAS
Attorney for Plaintiff
BRAD OATES

DATED: April 16, 2026

ARDEN LAW FIRM, P.C.

By: Maks Shapiro
MAKS SHAPIRO
Attorney for Plaintiff
BRAD OATES

EXHIBIT 1



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

April 16, 2026

Brad Oates
12260 Corte Sabio UNIT 5306
San Diego, CA 92128

RE: Notice to Complainant

CRD Matter Number: 202604-34621216

Right to Sue: Oates / 22ND DISTRICT AGRICULTURAL ASSOCIATION dba
DEL MAR FAIRGROUNDS

Dear Brad Oates:

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. If you do not have an attorney, you must serve the complaint yourself. 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

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

April 16, 2026

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202604-34621216

Right to Sue: Oates / 22ND DISTRICT AGRICULTURAL ASSOCIATION dba
DEL MAR FAIRGROUNDS

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.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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

KEVIN KISH, DIRECTOR

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
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Civil Rights Department



Civil Rights Department

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April 16, 2026

Brad Oates
12260 Corte Sabio UNIT 5306
San Diego, CA 92128

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202604-34621216
Right to Sue: Oates / 22ND DISTRICT AGRICULTURAL ASSOCIATION dba
DEL MAR FAIRGROUNDS

Dear Brad Oates:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective April 16, 2026 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.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

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

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

6 **In the Matter of the Complaint of**

7 Brad Oates

CRD No. 202604-34621216

8 Complainant,

9 vs.

10 22ND DISTRICT AGRICULTURAL ASSOCIATION
11 dba DEL MAR FAIRGROUNDS
12 2260 Jimmy Durante Blvd
13 Del Mar, CA 92014

14 Respondents

15
16
17 **1. Respondent 22ND DISTRICT AGRICULTURAL ASSOCIATION dba DEL MAR**
18 **FAIRGROUNDS** is an **employer** subject to suit under the California Fair Employment and
19 Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

20
21 **2. Complainant Brad Oates**, resides in the City of **San Diego**, State of **CA**.

22
23 **3. Complainant alleges that on or about October 31, 2024**, respondent took the
24 following adverse actions:

25 **Complainant was discriminated against** because of complainant's age (40 and over) and
26 as a result of the discrimination was terminated.

27 **Additional Complaint Details: 8.**

28 Plaintiff Brad Oates was employed by Defendant 22nd District Agricultural Association,
doing business as Del Mar Fairgrounds, as a seasonal Carpenter for approximately ten
years, beginning in or around April 2014.

9.

Plaintiff worked full-time, and often more than full-time, each season. Plaintiff's seasonal
employment typically ran from April through October.

10.

Plaintiff was a dedicated, long-tenured employee. Plaintiff received praise from his
supervisors and regular raises throughout his employment with Defendant.

1 11.
2 Plaintiff never received any warnings or disciplinary action during his entire decade of
3 employment with Defendant.
4 12.
5 In approximately January 2024, Defendant posted a permanent Carpenter position.
6 13.
7 Plaintiff applied for the permanent Carpenter position. Plaintiff had ten years of experience
8 performing the same work on a seasonal basis for Defendant.
9 14.
10 The hiring process for the permanent Carpenter position included an interview and a written
11 competency test.
12 15.
13 Plaintiff scored a 95 out of 100 on the written competency test.
14 16.
15 A panel of three individuals conducted the interview for the permanent Carpenter position.
16 17.
17 Two of the three interviewers were Plaintiff's supervisors, Troy Blake and Brad.
18 18.
19 Troy Blake and Brad, two of the three interviewers, supported hiring Plaintiff for the
20 permanent Carpenter position.
21 19.
22 Defendant's CEO, Carlene Moore, overruled Troy Blake and Brad and refused to hire
23 Plaintiff for the permanent Carpenter position.
24 20.
25 CEO Carlene Moore told Plaintiff's supervisors, Troy Blake and Brad, that Plaintiff was "too
26 old" for the permanent Carpenter position.
27 21.
28 At the time CEO Carlene Moore stated Plaintiff was "too old," Plaintiff was approximately 66
years old.
22. Despite Plaintiff scoring 95 out of 100 on the competency test, despite two of three
interviewers supporting hiring Plaintiff, despite Plaintiff having a decade of experience
performing the same work for Defendant, and despite Plaintiff having no disciplinary history,
CEO Carlene Moore refused to hire Plaintiff for the permanent Carpenter position.
23. Rather than hiring Plaintiff, as recommended by the interviewers, CEO Carlene Moore hired
her nephew for the permanent Carpenter position.
24. Plaintiff did not receive any formal communication from Defendant explaining why he was
not selected for the permanent Carpenter position.
25. The permanent Carpenter position was first posted in approximately January 2024.
26. Defendant allowed the six-month hiring window to expire without filling the permanent
Carpenter position.
27. 27.

1 Because the hiring window had closed, the permanent Carpenter position had to be
reposted.
2 28.
After Plaintiff was denied the permanent Carpenter position, Defendant asked Plaintiff to
3 return for the seasonal Carpenter role.
29.
4 Defendant asked Plaintiff to train the person who received the permanent Carpenter
position, i.e., CEO Carlene Moore's nephew.
5 30.
6 Defendant clearly considered Plaintiff qualified enough to train the younger candidate
Defendant hired instead of Plaintiff, who would not have required any such training at all.
7 31.
After being denied the permanent Carpenter position, Plaintiff was removed from his
8 seasonal Carpenter position entirely.
32.
9 Plaintiff has not worked at Del Mar Fairgrounds since approximately October 2024.
33.
10 Plaintiff had held his seasonal Carpenter position for ten years without incident.
34.
11 Plaintiff lost his seasonal position not because of his skills or his performance, but because
CEO Carlene Moore decided he was "too old" and hired her younger, less skilled nephew in
12 his place.
35.
13 Despite Plaintiff's supervisors, Troy Blake and Brad, who knew Plaintiff's skills, work habits,
and fitness for the position best, serving on the interview panel for the permanent Carpenter
14 position and recommending that Defendant hire Plaintiff, Defendant rejected Plaintiff
because of Ms. Moore's prejudice against Plaintiff's age.
15 36.
16 Plaintiff earned approximately \$40,000 per year in his seasonal Carpenter role.
37.
17 The permanent Carpenter position that Defendant denied Plaintiff paid approximately
\$70,000 per year.
18 38.
19 Plaintiff lost not only his existing seasonal income but also the opportunity for a significant
increase in compensation and year-round employment stability.
39.
20 Plaintiff regularly worked ten to twelve hours per day, approximately fifty hours per week.
40.
21 Despite Plaintiff's long shifts, Defendant did not provide Plaintiff with the required ten-minute
rest breaks.
22 41.
23 Defendant purported to provide Plaintiff a one-hour lunch break.
42.
24 Plaintiff's purported one-hour lunch break was frequently interrupted by Defendant.
43.
25
26

1 Defendant failed to provide Plaintiff with uninterrupted meal breaks of at least 30 minutes as
required by California law.

2 44.

3 As a result of Defendant's conduct, Plaintiff has suffered lost wages, lost benefits, and
emotional distress.

4 45.

5 Plaintiff lost the permanent Carpenter position for which he was demonstrably, and
admittedly, qualified.

6 46.

7 Plaintiff lost the seasonal Carpenter position he had held for ten years.

8 47.

9 Plaintiff is entitled to compensatory damages, statutory penalties, premium pay for missed
rest and meal breaks, and attorney's fees and costs.

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1 VERIFICATION

2 I, **Maks Shapiro**, 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 on
4 information and belief, which I believe to be true. The matters alleged are based on
5 information and belief, which I believe to be true.

6 On April 16, 2026, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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Los Angeles, CA