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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SISKIYOU

JUN 27 2024

BY: M. CHANDON
DEPUTY CLERK

5 *Plaintiff, Self-represented*

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF SISKIYOU**
9 **UNLIMITED JURISDICTION**
10

11 CASEY G. LOWE,
12
13 Plaintiff,

14 v.

15 NATALIE E. REED, in her official
16 capacity as SISKIYOU COUNTY
COUNSEL; and the COUNTY OF
SISKIYOU,

17 Defendants.
18
19

Case No. **24 CV 07519**

COMPLAINT FOR:

1. **Breach of Contract**
2. **Breach of the Implied Covenant of Good Faith and Fair Dealing**
3. **Promissory Estoppel**
4. **Intentional Misrepresentation**

DEMAND FOR JURY TRIAL

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21
22 Plaintiff CASEY G. LOWE brings this action against Defendants NATALIE E. REED, in
23 her official capacity as Siskiyou County Counsel, and the COUNTY OF SISKIYOU to recover
24 economic, general, compensatory, and punitive damages for breach of contract, breach of the
25 implied covenant of good faith and fair dealing, promissory estoppel, and intentional
26 misrepresentation.

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1 **PARTIES**

2 1. Plaintiff CASEY G. LOWE (“Mr. Lowe”) is an individual who resides in Mount
3 Shasta, California.

4 2. Defendant NATALIE E. REED (“County Counsel Reed”) is, and at all times
5 relevant hereto was, Siskiyou County Counsel. County Counsel Reed is sued herein in her official
6 capacity.

7 3. Defendant COUNTY OF SISKIYOU (“Siskiyou County”) is and was a public
8 entity organized and existing under the laws of the State of California.

9 4. Actions taken, or omissions made, by Defendants’ employees or agents in the
10 course of their employment or agency are considered to be actions or omissions of Defendants for
11 the purposes of this Complaint.

12 **JURISDICTION AND VENUE**

13 5. Jurisdiction is proper in the Superior Court for the County of Siskiyou pursuant to
14 Code of Civil Procedure section 410.10 because the court has general subject matter jurisdiction,
15 and because the underlying dispute involves obligations to be performed in the County of
16 Siskiyou, State of California. Mr. Lowe has also exhausted his administrative remedies as
17 required under the California Tort Claims Act (See “Exhibit A”).

18 6. Venue is proper in the Superior Court for the County of Siskiyou pursuant to Code
19 of Civil Procedure section 393(b) because County Counsel Reed is a public officer, and pursuant
20 to Code of Civil Procedure section 394 because Siskiyou County is a party to the instant suit.

21 **FACTUAL ALLEGATIONS**

22 7. On February 7, 2024, Mr. Lowe interviewed for an attorney position at the
23 Siskiyou County Counsel’s Office.

24 8. Later that day, County Counsel Reed emailed Mr. Lowe stating, “[w]e really
25 enjoyed meeting you today and are very interested in your candidacy.”

26 9. On February 21, 2024, Mr. Lowe reached out to County Counsel Reed because
27 Mr. Lowe had not received any response regarding the attorney position for which he was
28 interviewed.

1 10. On February 22, 2024, County Counsel Reed replied to Mr. Lowe stating that he
2 was “no longer actively under consideration” for the position “due to the current needs of our
3 department.” County Counsel Reed also encouraged Mr. Lowe to apply for “any other
4 opportunities with the County of Siskiyou” in which he was interested.

5 11. Mr. Lowe responded to County Counsel Reed’s rejection by thanking County
6 Counsel Reed for her “kind response and explanation”, and for her “time and consideration, as
7 well as for [her] service to our verdant and vibrant county!”

8 12. On April 8, 2024, Mr. Lowe interviewed for an attorney position with the Siskiyou
9 County District Attorney’s Office. That interview went well, and Mr. Lowe was verbally offered
10 a position as an attorney in the Siskiyou County District Attorney’s Office.

11 13. Prior to that interview, Mr. Lowe emailed County Counsel Reed notifying her of
12 his interview with the District Attorney’s Office, and stating that he was still interested in the
13 County Counsel’s Office attorney position.

14 14. On April 9, 2024, County Counsel Reed emailed Mr. Lowe stating that her office’s
15 needs suddenly justified the hiring of “an entry-level attorney at this time”, and telling Mr. Lowe
16 to “expect a conditional offer of employment from our office”.

17 15. Mr. Lowe received a conditional employment offer letter later that day from
18 Executive Legal Assistant Lisa Robustellini (“ELA Robustellini”) via DocuSign.

19 16. That letter offered Mr. Lowe the “**permanent** full-time position of Attorney I –
20 Confidential.” (emphasis added).

21 17. The sole condition of that offer of employment was the successful completion of a
22 background check.

23 18. On April 10, 2024 Mr. Lowe accepted Defendants’ offer of employment by
24 signing the conditional offer letter, and returning it via DocuSign. (See “Exhibit B”).

25 19. On April 10, 2024, Mr. Lowe also contacted the District Attorney’s Office to
26 decline their attorney position because Mr. Lowe had accepted an attorney position in the County
27 Counsel’s Office.

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1 20. On April 15, 2024, the Siskiyou County Counsel's office reached out to Mr. Lowe
2 to schedule his Live Scan fingerprinting, a requirement of his background check.

3 21. On April 16, 2024, Mr. Lowe completed his Live Scan fingerprinting at the
4 Siskiyou County Sheriff's Office.

5 22. Prior to his fingerprinting appointment, on April 16, 2024, ELA Robustellini gave
6 Mr. Lowe a tour of the County Counsel Office's workspace, and showed Mr. Lowe the office in
7 which he would be working.

8 23. On April 19, 2024, County Counsel Reed emailed Mr. Lowe stating that her
9 "office's attempts to contact the persons that supervised your work over the last 10 years for
10 reference checks has had only partial success." County Counsel Reed then requested additional
11 contact information from three (3) of Mr. Lowe's former employers.

12 24. Mr. Lowe responded the next business day, April 22, 2024, by providing contact
13 information for two (2) of his former supervisors, and explaining that the third employer had been
14 sold and was under new management.

15 25. Mr. Lowe also offered to provide a formal list of professional references to County
16 Counsel Reed.

17 26. On May 2, 2024, Mr. Lowe received an email from County of Siskiyou
18 Management Analyst Corie Hinz ("MA Hinz") stating only, "[p]lease find the letter attached."

19 27. The attached letter from County Counsel Reed stated that her office had "decided
20 to rescind your conditional offer of employment...due to an inability to verify the relevant
21 portions of your work history and experience, despite several attempts by our Office."

22 28. Mr. Lowe promptly emailed his former employer, Abbas Kazerounian, to confirm
23 that Siskiyou County had reached out to him to verify Mr. Lowe's employment.

24 29. Mr. Kazerounian responded to Mr. Lowe 32 minutes later stating, "**I have not**
25 **received anything from them.**" (emphasis added).

26 30. Mr. Lowe provided County Counsel Reed with Mr. Kazerounian's direct contact
27 information on April 22, 2024, so there was ample time for County Counsel Reed or her office to
28 confirm Mr. Lowe's employment with Mr. Kazerounian.

1 31. However, neither County Counsel Reed nor her office appear to have contacted
2 Mr. Kazerounian.

3 32. Mr. Lowe promptly forwarded Mr. Kazerounian's email to MA Hinz with a
4 statement asking if her office would like to revise its explanation regarding why it rescinded Mr.
5 Lowe's job offer.

6 33. MA Hinz responded later that afternoon, on May 2, 2024, stating, "the County will
7 not be modifying any language in the rescission notice", and insisting that the County's
8 information was accurate.

9 34. Mr. Lowe replied to MA Hinz by respectfully requesting documentation regarding
10 the times and dates Siskiyou County had contacted Mr. Kazerounian.

11 35. Mr. Lowe also stated his position that if the County's information was accurate, it
12 was reasonable for the County to share that documentation with Mr. Lowe to resolve the
13 conflicting information.

14 36. However, MA Hinz and the County declined Mr. Lowe's good faith request to
15 share information, and to settle the matter then and there.

16 37. Mr. Lowe ended the email exchange by explaining to MA Hinz that he has known
17 Abbas Kazerounian for over a decade, and considers Mr. Kazerounian to be "an honorable man."
18 Thus, Mr. Lowe reasonably doubts that Mr. Kazerounian would lie to him, especially regarding a
19 matter of such import.

20 38. Therefore, Mr. Lowe reasonably concludes that County Counsel Reed, and the
21 County of Siskiyou, breached a valid employment contract with Mr. Lowe by failing to conduct
22 their background check in good faith, and by attempting to rescind Mr. Lowe's employment
23 contract in bad faith.

24 39. On June 17, 2024, Defendants' legal counsel, Nathan T. Jackson ("Mr. Jackson"),
25 sent Mr. Lowe an email labeled "pre-litigation related communication".

26 40. In that email, Mr. Jackson accused Mr. Lowe of making "several (erroneous)
27 assumptions" regarding the County's rescission letter, and of sending "several disrespectful
28 communications to County staff daring them to revise the basis for the rescission."

Exhibit A

California Tort Claims Act Rejection Letter
(Exhaustion of Administrative Remedies)

Dated June 12, 2024

Notice of Rejection

June 12, 2024

Casey Lowe
2604 Sean Way
Mount Shasta, CA 96067

RE: Our Client: COUNTY OF SISKIYOU
GHC Claim #: GHC0072382
Master Claim #: 24-14
Claimant: Casey Lowe
Date of Loss: May 2, 2024

As the claims administrator for the COUNTY OF SISKIYOU, George Hills provides the following notice regarding the above-referenced claim.

NOTICE IS HEREBY GIVEN that the claim that you presented to the COUNTY OF SISKIYOU on May 21, 2024 was rejected on June 12, 2024.

WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

If you have any questions, please contact the undersigned.

Sincerely,
George Hills Company, Inc.

Kerry John Whitney, Sr. Claims Adjuster
(916) 352-7810
Kerry.Whitney@georgehills.com

cc: COUNTY OF SISKIYOU

REV 02/21/23

Exhibit B

Fully Executed Employment Offer

Dated April 10, 2024



COUNTY OF SISKIYOU

April 9, 2024

Casey Lowe
2604 Sean Way
Mount Shasta, CA 96097

Dear Casey:

Congratulations we would like to offer you the permanent full-time position of Attorney I - Confidential. This letter will explain the terms of employment and a copy of the job description is attached for your review.

This is a conditional offer of employment, contingent upon successful completion of a background check and/or investigation.

Your employment in this position will tentatively begin on 5/12/2024 with your first day in the office as 5/13/2024. There are a variety of tasks that must be accomplished before your first day. **We do not suggest giving notice to your current employer until we have officially confirmed your start date.**

You will begin employment at Step 2 with an annual income of \$75,795.20. There are twenty-six pay periods per year with payday falling every other Friday. Your benefit package is described in the attached Resolution regarding Terms and Conditions of Employment for the Attorney Unit. Once your background is completed you will be contacted by our Personnel team to complete onboarding which will include all new hire paperwork. You will be required to attend orientation on 5/9/2024, the personnel team will contact you with the time slot.

If you agree to the terms and conditions of this letter, please so indicate by signing below and returning the original to the Department via email, keeping a copy for yourself. Again, congratulations! We look forward to working with you in your new position. Should you have any questions about this offer letter please contact me at 530-842-8100.

Sincerely,

Natalie Reed
County Counsel

I agree to the terms and conditions of employment as outlined in this letter.

DocuSigned by:

82F559C589A4433

Applicant Signature

4/10/2024

Date