

MAYALL HURLEY P.C.
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Attorneys for Plaintiff Jasen Brady

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

JASEN BRADY, an individual, on his own
behalf and on behalf of the Labor and
Workforce Development Agency;

Plaintiff,

vs.

DTE ES OPERATIONS, LLC, a limited
liability company; and DOES 1-100,
inclusive,

Defendants.

Case No.: BCV-23-100557

COMPLAINT FOR DAMAGES AND CIVIL
PENALTIES

1. FAILURE TO PROVIDE REST PERIODS
OR PAY PREMIUMS
2. FAILURE TO PROVIDE MEAL PERIODS
OR PAY PREMIUMS
3. FAILURE TO FURNISH COMPLETE
AND ACCURATE ITEMIZED WAGE
STATEMENTS
4. FAILURE TO PAY ALL WAGES DUE
UPON CESSATION OF EMPLOYMENT
5. FAILURE TO PROVIDE PERSONNEL
RECORDS UPON REQUEST
6. FAILURE TO PROVIDE PAYROLL
RECORDS UPON REQUEST
7. PRIVATE ATTORNEYS GENERAL ACT

JURY TRIAL DEMANDED

Plaintiff Jasen Brady brings this action against DTE ES Operations, LLC; and Does 1 through
100, for violations of the Labor Code.

PARTIES

1. Plaintiff Jasen Brady ("Brady") or "Plaintiff" is and at all times relevant herein was
employed in Kern County, California, and was an "employee" as defined by the Government Code,
the Labor Code, and applicable California Industrial Wage Commission ("IWC") Wage Order(s).

2. Defendant DTE ES Operations, LLC (aka “DTE” or “Defendant”) is a Michigan limited liability company formed under the laws of Delaware, and at all times relevant was an “employer” as defined by the Labor Code and applicable IWC Wage Order(s).

3. DTE and Does 1-100 are collectively referred to as Defendants.

4. 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.

5. 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.

VENUE AND JURY TRIAL DEMAND

6. Venue is proper in this court because the unlawful acts alleged herein took place in Kern County, California and Plaintiff's place of employment with Defendants was within Kern County. With respect to the First through Sixth Causes of Action, Plaintiff demands a jury trial.

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GENERAL ALLEGATIONS

7. Brady was hired by DTE on or around April 30, 2018 as an O&M Technician, or Control Room Operator, at the Mt. Poso Power Plant in Bakersfield, California. Brady's employment with DTE ended on or around February 4, 2022.

8. At all times throughout his employment with DTE, Brady was correctly classified and paid as an hourly, nonexempt employee.

9. Throughout his employment, Brady was regularly denied rest and meal periods. He typically worked twelve-hour shifts, three to five days per week. As he was typically at his workstation by himself, with nobody else onsite, Brady was not relieved of all duty and given the opportunity to take all ten-minute rest periods or thirty-minute meal periods to which he was entitled.

10. Brady complained to management about the lack of breaks (and the fact that he wasn't even able to use the bathroom during the shifts); however, DTE dismissed these complaints and his manager actually suggested (perhaps jokingly) that they would provide a bucket for Brady to use as a toilet.

11. Further, Brady was not paid an hour of pay at his regular rate of compensation for these missed breaks.

12. Because of the rest and meal period violations, and DTE's failure to pay premiums for such violations, supra, the itemized wage statements furnished to Brady failed to show, accurately, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked by the employee.

13. Furthermore, the itemized wage statements failed to show, accurately, the name and address of the legal entity that is the employer; they showed only "ES LLC – Mt Poso", which provides neither an intelligible truncation of the employer name, nor an address. (**Exhibit 1.**)

14. At no point since Brady's cessation of employment was he paid the full balance of unpaid rest and meal premiums, supra.

15. The foregoing list of misconduct is a partial list only and set forth by way of example.

1 16. On January 12, 2023, Brady, through his attorneys, requested from DTE copies of
2 his payroll and personnel records pursuant to Labor Code sections 226 and 1198.5, respectively.

3 **(Exhibit 2.)** As of the date of this Complaint, DTE has not complied with this request to any
4 extent.

5 17. Also on January 12, 2023, Brady provided written notice to the Labor and
6 Workforce Development Agency (“LWDA”) and DTE regarding the specific provisions of the
7 Labor Code alleged to have been violated, including the facts and theories to support those alleged
8 violations. **(Exhibit 3.)**

9 18. As of the filing of this Complaint, more than 33 calendar days after Brady’s initial
10 written notice, DTE has not provided written notice to Brady, and by online filing with the LWDA,
11 with a showing that it has “cured” the violations of Labor Code section 226(a)(8) by providing a
12 fully compliant, itemized wage statement for each aggrieved employee for each pay period for the
13 three-year period prior to the date of Brady’s initial written notice. (See Lab. Code, §§ 2699, subd.
14 (d), 2699.3, subd. (c)(2)(A).) Accordingly, Brady has satisfied the administrative prerequisites
15 under Labor Code section 2699.3 to bring a civil action to recover civil penalties against
16 Defendants, in addition to other remedies, for violations of Labor Code section 226(a)(8).

17 **FIRST CAUSE OF ACTION**
18 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
19 **(Lab. Code, § 226.7)**
20 **Against Defendants**

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

24 20. Labor Code section 226.7 requires employers to provide employees meal periods as
25 mandated by Order of the Industrial Welfare Commission. It states:

- 26 a. No employer shall require any employee to work during any meal or rest period
27 mandated by an applicable order of the Industrial Welfare Commission.

b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

21. Section 11 of the applicable IWC Wage Order provides:

“(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

(B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

(C) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.”

22. During the relevant time period, Plaintiff was not provided with rest breaks as required by law and did not receive an additional hour of premium pay for each missed rest break.

23. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS
(Lab. Code, §§ 226.7, 512)
Against Defendants

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

25. Labor Code section 226.7 requires employers to provide employees meal periods as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

26. Labor Code section 512(a) and the applicable wage order provide that an employer may not employ a person for a work period of more than five hours per day without providing that employee a meal period of not less than thirty minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than ten hours per day without providing an employee with a second meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than twelve hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

1 27. During the relevant time period, Plaintiff was not provided with meal breaks as
2 required by law and did not receive an additional hour of premium pay for each missed meal
3 period.

4 28. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

5 **THIRD CAUSE OF ACTION**
6 **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
7 **(Lab. Code, § 226(a))**
8 **Against Defendants**

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

12 30. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the
13 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
14 check, draft, or voucher paying the employee's wages, or separately when the wages are paid by
15 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
16 total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable
17 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
18 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the
19 last four digits of his or her social security number or an employee identification number, (8) the name
20 and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during
21 the pay period and corresponding number of hours worked at each hourly rate by the employee and, if
22 the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each
23 temporary services assignment."

24 31. An employee suffering injury as a result of the knowing and intentional failure by an
25 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
26 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
27 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
28

1 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
2 fees. (Lab. Code, § 226, subd. (e)(1).)

3 32. An employee is deemed to suffer injury if the employer fails to provide a wage
4 statement or if the employer fails to provide accurate and complete information as required by any one
5 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
6 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
7 during the pay period or any of the other information required to be provided pursuant to Labor Code
8 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
9 and address of the employer and iv) the name of the employee and the last four digits of his or her
10 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-
11 (iv).) "Promptly and easily determine" means a reasonable person would be able to readily ascertain
12 the information without reference to other documents or information. (Lab. Code, § 226, subd.
13 (e)(2)(C).)

14 33. As set forth above, Defendants intentionally and willfully failed to furnish accurate
15 itemized wage statements which complied with Labor Code section 226.

16 34. Wherefore, Plaintiff has been injured and requests relief as hereafter provided.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT**
19 **(Lab. Code, § 201, *et seq.*)**
20 **Against Defendants**

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

24 36. Labor Code section 201 requires an employer to pay an employee all wages earned
25 and unpaid at the time the employer discharges the employee. Labor Code section 202 requires an
26 employer to pay the employee all wages due no later than 72 hours after the employee quits his
27 employment.
28

37. Labor Code section 203 provides: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days”.

38. During the relevant time period, Defendants failed to pay Plaintiff all earned but unpaid wages upon cessation of employment.

39. Wherefore, Plaintiff requests relief as hereafter provided.

FIFTH CAUSE OF ACTION
FAILURE TO PRODUCE PERSONNEL RECORDS UPON REQUEST
(Lab. Code, § 1198.5)
Against Defendants

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

41. Pursuant to Labor Code § 1198.5(a), “Every current and former employee, or his or her representative, has the right to inspect and receive a copy of his personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.” Pursuant to Labor Code § 1198.5(b) an “employer shall make the contents of those personnel records available to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records and the agreed-upon date does not exceed 35 days from the employer’s receipt of the written request.”

42. As set forth above, Plaintiff requested copies of his personnel records, but Defendants failed to timely comply.

43. Wherefore, Plaintiff seeks relief as set forth below.

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Against Defendants

47. Wherefore, Plaintiff seeks relief as set forth below.

50. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699, subdivision (c). Other current and former employees are also

1 aggrieved employees in that one or more of the alleged violations were also committed against
2 them during their time of employment with Defendants.

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

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

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

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

18 PRAYER FOR RELIEF

19 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

20 As to the First through Sixth Causes of Action:

- 21 1. That this Court award injunctive relief, including that available under Labor Code
22 sections 226(h);
- 23 2. That this Court award unpaid wages, including rest and meal break premiums;
- 24 3. That this Court award statutory penalties including, but not limited to, those available
25 under Labor Code section 226, subdivisions (e) and (f), and Labor Code section
26 1198.5(k);
- 27
- 28

4. That this Court award statutory attorneys' fees and costs under Labor Code sections 218.5, 226(e)(1) and (h), and 1198.5(l), as well as those available under Code of Civil Procedure section 1021.5;
5. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
6. That this Court award such other and further relief as the court deems just and proper.

As to the Seventh 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.

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DATED: February 22, 2023

MAYALL HURLEY P.C.



By _____
JOHN P. BRISCOE
Attorneys for Plaintiff Jasen Brady

EXHIBIT 1

Checking		2,927.05
TOTAL		\$2,927.05

EMPLOYEE INFORMATION			TAX DATA			PAY PERIOD	
Employee Name	Jasen D Brady		Federal	California		Period Begin Date	01/17/2022
Employee ID	141575		Status	Ma. Joint.	Married	Period End Date	01/30/2022
Org Unit	Fuel Yard Operations II		Allowances	00	10		
Employee Class	Non-Rep Non-Exempt		Addl. Amt				
Location	ES LLC - Mt Poso		Credits	10			
Pay Rate	\$42.86400 Hourly		Addl. Inc.				
			Deductions				
			*Tax exempt status expires Feb. 15th each year.				
OVERTIME HOURS			AVAILABLE LEAVE BANK HOURS			CURRENT ABSENCES	
	Current	YTD	Current Year Vac	160.00		Paid Hours YTD	48.00
Overtime Hours	2.50	27.75	Prior Year Vac	135.00		Unpaid Hours YTD	0.00
			Current Year Sick	56.00		Extended Disability	0.00
						Paid Sick YTD	0.00
MESSAGES							
TAXABLE EARNINGS			RATE		HOURS/UNITS		AMOUNT
Regular			42.86400		80.00		3,429.12
Overtime 1.5x			64.29600		2.50		160.74
Holiday			42.86400		8.00		342.91
Personal			42.86400		8.00		342.91
TAXABLE EARNINGS TOTAL							4,275.68
NON-TAXABLE PAYMENTS			UNITS		CURRENT		YEAR-TO-DATE
Cell Phone Reimb			0.00		50.00		100.00
NON-TAXABLE PAYMENTS TOTAL					50.00		100.00
EMPLOYER PAID BENEFITS			CURRENT		YEAR-TO-DATE		
Life Ins Emp TB			1.81		5.43		
401k Svg Pln ER			171.45		514.35		
TB Denotes Taxable Imputed Income							
PRE-TAX DEDUCTIONS			CURRENT		YEAR-TO-DATE		
401k Saving Plan			205.75		617.25		
AD&D Plan			1.65		4.95		
Dental Plan			3.44		10.32		
LTD			9.94		29.82		
Medical Plan			91.74		275.22		
Vision Plan			1.56		4.68		
PRE-TAX DEDUCTIONS TOTAL			314.08		942.24		
OTHER DEDUCTIONS			CURRENT		YEAR-TO-DATE		
Svg Plan Loan 1			182.22		546.66		
Svg Plan Loan 3			121.66		364.98		
OTHER DEDUCTIONS TOTAL			303.88		911.64		
TAX WITHHOLDINGS			CURRENT		YEAR-TO-DATE		
CA Income Tax			78.27		314.43		
CA EE Disability			43.58		141.34		

PAY SUMMARY		CURRENT	YEAR-TO-DATE
Earned Gross		4,275.68	13,791.48
Federal Base		3,963.41	12,854.67
Social Security		4,169.16	13,471.92
Medicare		4,169.16	13,471.92
PAY CHECK SUMMARY		CURRENT	
Earnings			4,275.68
Non-Taxable Payments			50.00
Pre-Tax Deductions			314.08
Other Deductions			303.88
Tax Withholdings			780.67
		NET PAY	\$2,927.05

Checking		2,954.90
TOTAL		\$2,954.90

EMPLOYEE INFORMATION		TAX DATA		PAY PERIOD	
Employee Name	Jasen D Brady	Federal	California	Period Begin Date	01/03/2022
Employee ID	141575	Status	Ma. Joint. Married	Period End Date	01/16/2022
Org Unit	Fuel Yard Operations II	Allowances	00 10		
Employee Class	Non-Rep Non-Exempt	Addl. Amt			
Location	ES LLC - Mt Poso	Credits	10		
Pay Rate	\$42.86400 Hourly	Addl. Inc.			
		Deductions			
*Tax exempt status expires Feb. 15th each year.					
OVERTIME HOURS		AVAILABLE LEAVE BANK HOURS		CURRENT ABSENCES	
	Current YTD	Current Year Vac	160.00	Paid Hours YTD	32.00
Overtime Hours	14.75 25.25	Prior Year Vac	135.00	Unpaid Hours YTD	0.00
		Personal	8.00	Extended Disability	0.00
		Current Year Sick	56.00	Paid Sick YTD	0.00
MESSAGES					
TAXABLE EARNINGS		RATE	HOURS/UNITS	AMOUNT	
Regular		42.86400	80.00	3,429.12	
Overtime 1.5x		64.29600	14.50	932.29	
Overtime 2x		85.72800	0.25	21.43	
TAXABLE EARNINGS TOTAL				4,382.84	
NON-TAXABLE PAYMENTS		UNITS	CURRENT	YEAR-TO-DATE	
Cell Phone Reimb		0.00	0.00	50.00	
NON-TAXABLE PAYMENTS TOTAL			0.00	50.00	
EMPLOYER PAID BENEFITS		CURRENT		YEAR-TO-DATE	
Life Ins Emp TB		1.81		3.62	
401k Svg Pln ER		171.45		342.90	
TB Denotes Taxable Imputed Income					
PRE-TAX DEDUCTIONS		CURRENT		YEAR-TO-DATE	
401k Saving Plan		205.75		411.50	
AD&D Plan		1.65		3.30	
Dental Plan		3.44		6.88	
LTD		9.94		19.88	
Medical Plan		91.74		183.48	
Vision Plan		1.56		3.12	
PRE-TAX DEDUCTIONS TOTAL		314.08		628.16	
OTHER DEDUCTIONS		CURRENT		YEAR-TO-DATE	
Svg Plan Loan 1		182.22		364.44	
Svg Plan Loan 3		121.66		243.32	
OTHER DEDUCTIONS TOTAL		303.88		607.76	
TAX WITHHOLDINGS		CURRENT		YEAR-TO-DATE	
CA Income Tax		85.35		236.16	
CA EE Disability		44.75		97.76	
Fed Income Tax		352.74		856.60	

	CURRENT	YEAR-TO-DATE
Earned Gross	4,382.84	9,515.80
Federal Base	4,070.57	8,891.26
Social Security	4,276.32	9,302.76
Medicare	4,276.32	9,302.76
PAY CHECK SUMMARY		CURRENT
Earnings		4,382.84
Non-Taxable Payments		0.00
Pre-Tax Deductions		314.08
Other Deductions		303.88
Tax Withholdings		809.98
	NET PAY	\$2,954.90

EXHIBIT 2

SOUTHERN CALIFORNIA OFFICE:
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206

STOCKTON OFFICE:
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

LODI OFFICE:
118 WEST OAK STREET
LODI, CALIFORNIA 95240

N LAW OFFICES OF
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WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
SHANE M. HOOVER
ALI HASHEMI

January 12, 2023

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

DTE ES Operations, LLC
1 Energy Plaza, 400 WCB
Detroit, MI 48226

Re: Jasen Brady

To whom it may concern:

This office has been retained by Jasen Brady connection with claims arising out of his employment with DTE ES Operations, LLC. Through the enclosed authorization, we hereby request the following records regarding your former employee:

1. Mr. Brady's itemized wage statements, pursuant to Labor Code § 226(b);
2. All documents signed by Ms. Allred relating to the obtaining or holding of his employment, pursuant to Labor Code § 432;
3. Mr. Brady's personnel records, pursuant to Labor Code § 1198.5(b);
4. All records documenting the hours worked and paid sick days accrued and used by Mr. Brady, pursuant to Labor Code § 247.5(a); and
5. Mr. Brady's payroll records pursuant to Labor Code section 1174 and 29 C.F.R. §§ 516.2.

Please feel free to contact me if you wish to discuss any of the foregoing.

Sincerely,

MAYALL HURLEY P.C.

By



JOHN P. BRISCOE

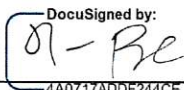
Enclosure

Employee Records Request

Pursuant to California Labor Code sections 226(b), 247.5, 432, and 1198.5, I, Jasen Brady (DOB 11/25/1980) hereby authorize DTE ES Operations LLC to release copies of my payroll records, records of paid/accrued sick days, personnel records and personnel file to Mayall Hurley P.C. Please send my records to:

John P. Briscoe, Esq.
Mayall Hurley P.C.
2453 Grand Canal Blvd.
Stockton, CA 95207
jbriscoe@mayalllaw.com

Dated: 1/9/2023

DocuSigned by:

4A0717A0DF244CE...
Signature

Jasen Brady

Print Name

EXHIBIT 3

SOUTHERN CALIFORNIA OFFICE
.....
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

LAW OFFICES OF
MAYALL HURLEY

A PROFESSIONAL CORPORATION

2453 GRAND CANAL BOULEVARD
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January 12, 2023

SUBMITTED ELECTRONICALLY

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

SENT VIA CERTIFIED MAIL

DTE ES Operations, LLC
1 Energy Plaza, 400 WCB
Detroit, MI 48226

Re: Jasen Brady/DTE ES Operations, LLC

To whom it may concern:

This firm represents Jasen Brady ("Brady") in relation to his former employment with DTE ES Operations, LLC ("DTE"). In accordance with Labor Code section 2699.3, this letter shall serve as Brady's written notice to the Labor and Workforce Development Agency ("LWDA") and DTE ES Operations, LLC regarding the following violations, and facts and theories supporting those violations, on Brady's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of DTE.

Brady was hired by DTE on or around April 30, 2018 as an O&M Technician, or Control Room Operator, at the Mt. Poso Power Plant in Bakersfield, California. Brady's employment with DTE ended on or around February 4, 2022. At all times throughout his employment with DTE, Brady was correctly classified and paid as an hourly, nonexempt employee.

Throughout his employment, Brady was regularly denied rest and meal periods. He typically worked twelve-hour shifts, three to five days per week. As he was typically at his workstation by himself, with nobody else onsite, Brady was not relieved of all duty and given the opportunity to take all ten-minute rest periods or thirty-minute meal periods to which he was entitled. Brady complained to management about the lack of breaks (and the fact that he wasn't even able to use the bathroom during the shifts); however, DTE dismissed these complaints and his manager actually suggested (perhaps jokingly) that they would provide a bucket for Brady to use as a toilet. Further, Brady was not paid an hour of pay at his regular rate of compensation for these missed breaks. Accordingly, DTE violated Labor Code sections 226.7 and 512.

Labor and Workforce Development Agency
DTE ES Operations, LLC
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Because of the rest and meal period violations, and DTE's failure to pay premiums for such violations, *supra*, the itemized wage statements furnished to Brady failed to show, accurately, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked by the employee. Furthermore, the itemized wage statements failed to show, accurately, the name and address of the legal entity that is the employer; they showed only "ES LLC – Mt Poso", which provides neither an intelligible truncation of the employer name, nor an address. (**Exhibit A.**) Accordingly, DTE violated Labor Code section 226, subdivisions (a)(1), (2), (5), (8), and (9).

At no point since Brady's cessation of employment was he paid the full balance of unpaid rest and meal premiums, *supra*. Accordingly, DTE violated Labor Code sections 201 and 202.

The foregoing violations, and each of them, were committed as against current and other former employees of DTE, 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, Brady intends to file a civil complaint against DTE pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his 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

Checking	2,927.05
TOTAL	\$2,927.05

EMPLOYEE INFORMATION			TAX DATA			PAY PERIOD		
Employee Name	Jasen D Brady		Federal	California		Period Begin Date	01/17/2022	
Employee ID	141575		Status	Ma. Joint.	Married	Period End Date	01/30/2022	
Org Unit	Fuel Yard Operations II		Allowances	00	10			
Employee Class	Non-Rep Non-Exempt		Addl. Amt					
Location	ES LLC - Mt Poso		Credits	10				
Pay Rate	\$42.86400 Hourly		Addl. Inc.					
			Deductions					
			*Tax exempt status expires Feb. 15th each year.					
OVERTIME HOURS			AVAILABLE LEAVE BANK HOURS			CURRENT ABSENCES		
	Current	YTD	Current Year Vac	160.00		Paid Hours YTD	48.00	
Overtime Hours	2.50	27.75	Prior Year Vac	135.00		Unpaid Hours YTD	0.00	
			Current Year Sick	56.00		Extended Disability	0.00	
						Paid Sick YTD	0.00	
MESSAGES								
TAXABLE EARNINGS			RATE		HOURS/UNITS		AMOUNT	
Regular			42.86400		80.00		3,429.12	
Overtime 1.5x			64.29600		2.50		160.74	
Holiday			42.86400		8.00		342.91	
Personal			42.86400		8.00		342.91	
TAXABLE EARNINGS TOTAL							4,275.68	
NON-TAXABLE PAYMENTS			UNITS		CURRENT		YEAR-TO-DATE	
Cell Phone Reimb			0.00		50.00		100.00	
NON-TAXABLE PAYMENTS TOTAL					50.00		100.00	
EMPLOYER PAID BENEFITS			CURRENT			YEAR-TO-DATE		
Life Ins Emp TB			1.81			5.43		
401k Svg Pln ER			171.45			514.35		
TB Denotes Taxable Imputed Income								
PRE-TAX DEDUCTIONS			CURRENT			YEAR-TO-DATE		
401k Saving Plan			205.75			617.25		
AD&D Plan			1.65			4.95		
Dental Plan			3.44			10.32		
LTD			9.94			29.82		
Medical Plan			91.74			275.22		
Vision Plan			1.56			4.68		
PRE-TAX DEDUCTIONS TOTAL			314.08			942.24		
OTHER DEDUCTIONS			CURRENT			YEAR-TO-DATE		
Svg Plan Loan 1			182.22			546.66		
Svg Plan Loan 3			121.66			364.98		
OTHER DEDUCTIONS TOTAL			303.88			911.64		
TAX WITHHOLDINGS			CURRENT			YEAR-TO-DATE		
CA Income Tax			78.27			314.43		
CA EE Disability			43.58			141.34		

PAY SUMMARY		CURRENT	YEAR-TO-DATE
Earned Gross		4,275.68	13,791.48
Federal Base		3,963.41	12,854.67
Social Security		4,169.16	13,471.92
Medicare		4,169.16	13,471.92
PAY CHECK SUMMARY		CURRENT	
Earnings			4,275.68
Non-Taxable Payments			50.00
Pre-Tax Deductions			314.08
Other Deductions			303.88
Tax Withholdings			780.67
		NET PAY	\$2,927.05

Checking	2,954.90
TOTAL	\$2,954.90

EMPLOYEE INFORMATION		TAX DATA		PAY PERIOD	
Employee Name	Jasen D Brady	Federal	California	Period Begin Date	01/03/2022
Employee ID	141575	Status	Ma. Joint. Married	Period End Date	01/16/2022
Org Unit	Fuel Yard Operations II	Allowances	00 10		
Employee Class	Non-Rep Non-Exempt	Addl. Amt			
Location	ES LLC - Mt Poso	Credits	10		
Pay Rate	\$42.86400 Hourly	Addl. Inc.			
		Deductions			
*Tax exempt status expires Feb. 15th each year.					
OVERTIME HOURS		AVAILABLE LEAVE BANK HOURS		CURRENT ABSENCES	
	Current YTD				
Overtime Hours	14.75 25.25	Current Year Vac	160.00	Paid Hours YTD	32.00
		Prior Year Vac	135.00	Unpaid Hours YTD	0.00
		Personal	8.00	Extended Disability	0.00
		Current Year Sick	56.00	Paid Sick YTD	0.00
MESSAGES					
TAXABLE EARNINGS		RATE	HOURS/UNITS	AMOUNT	
Regular		42.86400	80.00	3,429.12	
Overtime 1.5x		64.29600	14.50	932.29	
Overtime 2x		85.72800	0.25	21.43	
TAXABLE EARNINGS TOTAL				4,382.84	
NON-TAXABLE PAYMENTS		UNITS	CURRENT	YEAR-TO-DATE	
Cell Phone Reimb		0.00	0.00	50.00	
NON-TAXABLE PAYMENTS TOTAL			0.00	50.00	
EMPLOYER PAID BENEFITS		CURRENT		YEAR-TO-DATE	
Life Ins Emp TB		1.81		3.62	
401k Svg Pln ER		171.45		342.90	
TB Denotes Taxable Imputed Income					
PRE-TAX DEDUCTIONS		CURRENT		YEAR-TO-DATE	
401k Saving Plan		205.75		411.50	
AD&D Plan		1.65		3.30	
Dental Plan		3.44		6.88	
LTD		9.94		19.88	
Medical Plan		91.74		183.48	
Vision Plan		1.56		3.12	
PRE-TAX DEDUCTIONS TOTAL		314.08		628.16	
OTHER DEDUCTIONS		CURRENT		YEAR-TO-DATE	
Svg Plan Loan 1		182.22		364.44	
Svg Plan Loan 3		121.66		243.32	
OTHER DEDUCTIONS TOTAL		303.88		607.76	
TAX WITHHOLDINGS		CURRENT		YEAR-TO-DATE	
CA Income Tax		85.35		236.16	
CA EE Disability		44.75		97.76	
Fed Income Tax		352.74		856.60	

	CURRENT	YEAR-TO-DATE
Earned Gross	4,382.84	9,515.80
Federal Base	4,070.57	8,891.26
Social Security	4,276.32	9,302.76
Medicare	4,276.32	9,302.76
PAY CHECK SUMMARY		CURRENT
Earnings		4,382.84
Non-Taxable Payments		0.00
Pre-Tax Deductions		314.08
Other Deductions		303.88
Tax Withholdings		809.98
	NET PAY	\$2,954.90