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**FILED**  
**KERN COUNTY SUPERIOR COURT**  
**3/26/2024**  
BY Jackson, Vanesa  
DEPUTY

**Attorneys for Plaintiff Jasen Brady**

**SUPERIOR COURT OF THE STATE 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.: BCV23100557**

**STIPULATION OF SETTLEMENT UNDER  
PRIVATE ATTORNEYS GENERAL ACT OF  
2004; ~~[PROPOSED]~~ ORDER**

The Parties hereto, Plaintiff Jasen Brady (“Plaintiff”) as a representative for the Labor and Workforce Development Agency (“LWDA”), and Defendant DTE ES Operations, LLC (“Defendant”) (collectively the “Parties”), by and through their respective counsel of record, hereby stipulate and agree as follows:

1. On January 12, 2023, counsel for Plaintiff sent a letter to the LWDA and Defendant alleging violations of the Labor Code alleged to have occurred during Plaintiff’s employment with Defendant (“LWDA Letter”).

2. On February 23, 2023, Plaintiff filed a complaint in the above-captioned matter, bringing individual employment claims, and also a claim under the Private Attorneys General Act

Stipulation of Settlement Under Private Attorneys General Act of 2004; [Proposed] Order  
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1 (“PAGA”, Lab. Code, § 2698, *et seq.*)(the “Action”). Under this “PAGA Claim,” Plaintiff alleges,  
2 *inter alia*, that he and other employees were not provided with rest and meal periods (or paid  
3 premiums), were not furnished with complete and accurate wage statements, and were not paid all  
4 wages due upon separation of employment.

5 3. Subsequent to the filing of the Complaint, the Parties engaged in formal discovery  
6 through which Defendant provided information regarding the number of California employees  
7 believed to have been affected by the alleged violations during the relevant time period. The total  
8 number of aggrieved employees potentially affected by the PAGA Claim, during the Data Period  
9 (as defined herein below) is approximately 99.

10 4. Defendant denies all of Plaintiff’s allegations, both on factual and legal bases.

11 5. The Parties engaged in settlement negotiations primarily through their respective  
12 attorneys: John P. Briscoe, a shareholder of Mayall Hurley P.C. and a member of that firm’s  
13 employment litigation group; and Alexandra Asterlin of Ogletree Deakins, both experienced  
14 litigators with knowledge of employment law and the PAGA. The Parties ultimately mediated the  
15 case with experienced mediator, David Perrault on March 11, 2024.

16 6. The Parties have reached agreement on the terms of settlement regarding the PAGA  
17 Claims. [Plaintiff’s individual claims shall be resolved by way of a separate, confidential  
18 settlement agreement (“Individual Settlement Agreement”).]

19 7. Labor Code section 2699(l) requires that the court review and approve any proposed  
20 settlement agreement pursuant to PAGA.

21 8. Plaintiff and Plaintiff’s counsel concluded—after taking into account the sharply  
22 disputed factual and legal issues involved in the Action, the risks attending further prosecution, the  
23 discovery and investigation conducted to date, and the substantial benefits received and to be  
24 received pursuant to the compromise and settlement of the Action, the nature of the claimed  
25 violations and the wide discretion of the Court to reduce civil penalties imposed—that settlement  
26 on the terms herein set forth is in the best interest of all interested parties, including the Labor and  
27 Workforce Development Agency (the “LWDA”), and that the settlement adequately serves the

1 deterrent purposes of the PAGA.

2       9. Plaintiff and Plaintiff's counsel have balanced their evaluation of the validity and  
3 strength of the asserted claims against the problems of proof and the legal standards governing the  
4 claims alleged. Following substantial discovery and analysis, and applying the appropriate civil  
5 penalties as provided by the Labor Code, Plaintiff's counsel estimates the *absolute maximum*  
6 recoverable civil penalties under the PAGA to be in excess of \$900,000. However, this assumes  
7 *absolutely continuous and uniform* violations of rest and meal break laws throughout the statutory  
8 period which, Plaintiff's counsel can concede, cannot be assumed to be proven at trial. It has been  
9 determined through investigation and formal discovery (e.g., obtaining documents from Defendant  
10 and, pursuant to a *Belaire-West* notice process, interviewing other aggrieved employees) that  
11 Defendant has employed persons in California under a number of distinct positions and titles and  
12 that persons with Plaintiff's former title (Operations and Maintenance Technician IV) were most  
13 aggrieved by Defendant's policies and practices regarding rest and meal periods, but constitute a  
14 minority of the "aggrieved employees." A trial court, per the PAGA, has discretion to reduce the  
15 assessed amount of civil penalties if to do otherwise would result in an award that is unjust,  
16 arbitrary and oppressive, or confiscatory. (See Lab. Code, § 2699, subd. (e)(2).) The settlement  
17 reached represents a recovery that is nearly fifteen percent of the estimated maximum recoverable  
18 civil penalties. Based on this evaluation, Plaintiff's counsel believes that the settlement reached  
19 satisfies the public policies of PAGA to punish past violations and deter future violations of the  
20 Labor Code.

21       10. Similarly, Defendant and Defendant's counsel concluded there were benefits  
22 associated with settling. Although Defendant denies the various allegations and challenges the  
23 validity of each of the causes of action in the Action, Defendant took into account the sharply  
24 disputed factual and legal issues involved in the Action, the risk attending further defense, the  
25 expense, time, and burden of protracted litigation and potential appeal following a judgment, and  
26 the desire to put the controversy to rest. Based on these factors, Defendant and Defendant's  
27 counsel agreed to this settlement without any admission of fault or liability. Defendant specifically

1 disclaims and denies any such liability or wrongdoing alleged in this action. Nothing in this  
2 Stipulation of Settlement, nor any action taken in implementation thereof, nor any statements,  
3 discussions or communications, nor any materials prepared, exchanged, issued, or used during the  
4 course of the negotiations leading to this Stipulation of Settlement, is intended by the Parties to  
5 constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any  
6 way in this case or any judicial, arbitral, administrative, investigative, or other forum or proceeding  
7 as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule,  
8 or executive order, or any obligation or duty at law or in equity, against Defendant or any other  
9 Released Party (as defined in paragraph 12, *infra*). The parties agree an express condition of this  
10 Stipulation of Settlement is that there has been no finding of liability on the merits and this  
11 settlement cannot be a basis to assert offensive collateral estoppel against Defendant.  
12 Notwithstanding the foregoing, nothing in this Stipulation of Settlement shall limit Defendant's use  
13 of the Judgment or any papers in this action to assert defensive collateral estoppel or res judicata in  
14 any other action.

15 11. The Parties hereby agree to settle the PAGA Claims at issue in the Action ("the  
16 PAGA Settlement") for a total payment of **\$125,000.00** ("Maximum Settlement Amount") and  
17 dismiss with prejudice the Seventh Cause of Action under the PAGA.

18 12. The persons covered by the PAGA Settlement will be Plaintiff and all other persons  
19 who were employed by Defendant in California as hourly, nonexempt employees at any time from  
20 January 12, 2022 to the date of the order approving this PAGA Settlement **or** May 15, 2024,  
21 whichever is earlier (Aggrieved Employees").<sup>1</sup> The Released Parties include Defendant, its past,  
22 present and/or future, direct and/or indirect, parents, predecessors, successors, related companies,  
23 subsidiaries, affiliates, divisions, partners, owners, shareholders, officers, directors, managers,  
24 members, servants, agents, employees, former employees, future employees, attorneys, insurers,

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26  
27 <sup>1</sup> The applicable time period of January 12, 2022 to the date of the order approving this Stipulation of Settlement or  
May 15, 2024, whichever is sooner, will be referred to as "the PAGA Timeframe."

1 future entities, trusts, employment agencies and professional employer organizations, and their  
2 employees, officers, representatives, , stockholders, investors, administrators, joint venturers,  
3 fiduciaries, and other service providers, and their successors and assigns, and all persons acting  
4 under, by, through, or in concert with any of them (hereinafter collectively referred to as the  
5 “Released Parties”). Plaintiff and Other Aggrieved Employees will be bound by a release of all  
6 claims and causes of action falling within the definition of “Released Claims” (below), whether  
7 known or unknown, and irrespective of the factual or legal basis for such claims. However, to be  
8 clear, the scope of the release is limited to the Released Claims. Plaintiff and Aggrieved Employees  
9 may hereafter discover facts or legal arguments in addition to or different from those they now  
10 know or currently believe to be true with respect to the claims, causes of action and legal theories of  
11 recovery in this action. Regardless, the discovery of new facts or legal arguments shall in no way  
12 limit the scope or definition of the Released Claims, and by virtue of this Stipulation of Settlement,  
13 Plaintiff and Aggrieved Employees shall be deemed to have, and by operation of the final judgment  
14 approved by the Court, shall have, fully, finally, and forever settled and released all of the Released  
15 Claims. The parties understand and specifically agree the scope of the release described in this  
16 Paragraph is a material part of the consideration for this Stipulation of Settlement; was critical in  
17 justifying the agreed upon economic value of this settlement and without it Defendant would not  
18 have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that  
19 Defendant is obtaining peace of mind regarding the resolution of claims that were or could have  
20 been alleged based on the facts, causes of action, and legal theories contained in Plaintiff’s  
21 Complaint.

22 13. Upon the Effective Date (the date the Court signs this stipulated order), the LWDA  
23 and each of the Aggrieved Employees, including Plaintiff, hereby voluntarily and knowingly  
24 release and forever discharge any and all claims against the Released Parties that could have been  
25 premised or predicated on any claims, causes of action, or legal theories of relief described or  
26 pleaded in the operative complaint filed in this action and the written notice of any such claims  
27 submitted to the LWDA by Plaintiff under the PAGA, specifically for (a) all claims for meal period

violations, including claims for (1) first and second meal periods, (2) short, late, interrupted, and otherwise improperly controlled meal periods, (3) the failure to pay premium wages, (4) the failure to pay premium wages at the correct regular rates, and (5) the failure to properly record meal periods; (b) All claims for rest break violations, including claims for (1) first, second, third, and fourth rest breaks, (2) short, late, missed, interrupted, or otherwise improperly controlled rest periods, (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the correct regular rates; (c) All claims for untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code; (d) All claims for improper or inaccurate wage statements, including any alleged violations of Labor Code section 226(a)(1)-(9) based upon allegations in the Action; (e) civil penalties under the Private Attorneys General Act (“PAGA”); and (f) attorneys’ fees and costs (Collectively, the “Released Claims”), arising from January 12, 2022 through the date of this order or May 15, 2024, whichever is sooner (“PAGA Released Claims”). These releases will take effect whether or not a PAGA Member receives his or her Individual PAGA Payment (as defined herein below) or cashes and deposits any Individual PAGA Payment check.

14. Neither the distribution of Individual Settlement Payment checks to, nor the use or enjoyment of any Individual Settlement Payment checks by Aggrieved Employees shall constitute consideration offered or exchanged for the release of any Aggrieved Employees or private rights of action against any person.

15. This Stipulation of Settlement shall not operate as a waiver of any of Plaintiff’s individual (i.e., non-PAGA) claims, which are to be resolved by the Individual Settlement Agreement.

16. The sum of \$125,000 (the “Gross PAGA Settlement Sum”) shall be allocated as follows:

- a. \$41,667, representing approximately 33 1/3% of the Gross PAGA Settlement Sum as attorneys’ fees incurred for prosecution of the PAGA Claims;
- b. \$3,000, representing the costs of administration of this settlement, as conducted by Phoenix Settlement Administrators;

- 1 c. \$2,500, representing an enhancement payment to Plaintiff for bringing this  
2 action; and  
3 d. \$5,021.15 for costs of suit.

4 The Net PAGA Settlement Amount of \$72,811.85 will be further allocated as follows:

- 5 e. \$18,202.96, or 25 percent (25%) of the Net PAGA Settlement Sum will be  
6 distributed by Phoenix Settlement Administrators to Plaintiff and the Aggrieved  
7 Employees who worked during the PAGA Timeframe. Each employee will  
8 receive a proportional share of the net PAGA Settlement Sum based on the  
9 number of pay periods he/she was employed during the PAGA Timeframe  
10 ("Individual Settlement Payment"). Phoenix Settlement Administrators will send  
11 each Aggrieved Employee their portion of the settlement by mail to the last  
12 known address. Settlement checks issued to the Aggrieved Employees pursuant  
13 to this Agreement shall expire 120 days from the date they are issued. Any  
14 unclaimed funds after 120 days shall be remitted to the unclaimed property fund  
15 for the State Controller's Office (SCO) of California.
- 16 f. \$54,608.89 or 75 percent (75%) of the Net PAGA Settlement Sum shall be paid  
17 to the LWDA in accordance with Section 2699(i) of the California Labor Code.

18 17. Within 30 calendar days of the Court granting approval of this PAGA settlement,  
19 Defendant will remit the Maximum Settlement Amount and provide the names and addresses of  
20 Plaintiff and Aggrieved Employees, together with their respective pay periods worked during the  
21 PAGA Settlement Period to Phoenix Settlement Administrators ("PAGA Group Information"). The  
22 pay periods worked shall include any pay period in which Plaintiff and Aggrieved Employees  
23 received a paycheck from Defendant during employment in California during the PAGA  
24 Timeframe. If it can be readily determined, pay periods where someone was employed, but did not  
25 record any hours, can be excluded from this calculation.

26 18. At mediation, Defendant's data set covered the period from January 14, 2022 to  
27 February 12, 2024 ("the Data Period"). Out of that Data Period data set, Defendant's data team  
28 calculated 3,933 pay periods during the Data Period. If the actual count of pay periods during the  
Data Period is later validated by the Settlement Administrator to be more than 10 percent larger,  
i.e. 4,326 pay periods, then for each pay period that is in addition to 4,326, the Gross Settlement  
Amount shall increase commensurate with the percentage increase over 10 percent. However,  
Defendant shall be given a 5 percent grace window, such that there will be no increase in the Gross

1 Settlement Amount unless the number of pay periods exceeds 16 percent more than 3,933 (i.e.  
2 4,562). For example, if the Settlement Administrator determines that the number of pay periods  
3 worked by Aggrieved Employees during the Data Period is actually 16 percent greater than 3,933,  
4 then the Gross Settlement Amount will increase by 6 percent. If this provision is invoked,  
5 Plaintiff's recoverable attorneys' fees shall increase so that they amount to one-third of the Gross  
6 Settlement Amount; the Net PAGA Settlement Amount will continue to be allocated between the  
7 Other Aggrieved Employees (25 percent) and the LWDA (75 percent). With the sole exception of  
8 this provision, in no event shall Defendant pay more than \$125,000.00 pursuant to this Stipulation  
9 of Settlement. Notwithstanding the above, within five (5) calendar days of receipt of the PAGA  
10 Group Information, the Settlement Administrator shall verify in writing to the parties respective  
11 counsel the total number of Pay Periods in the Data Period for purposes of determining whether  
12 this escalator provision is triggered.

13 19. On the condition that the Court approves this Stipulation of Settlement and enters  
14 the attached Order, the PAGA Settlement Sum will be paid as follows:

- 15 a. Within thirty (30) calendar days after the Court enters the attached Order,  
16 Defendant shall pay the Gross Settlement Amount to Phoenix Settlement  
17 Administrators, and shall also provide to Phoenix Settlement Administrators the  
18 names and last-known addresses of all Aggrieved Employees who worked for  
19 Defendant during the PAGA Timeframe and the PAGA Group Information.  
20 Within 10 days after receiving the aforementioned sum and employee  
21 information, Phoenix Settlement Administrators shall (1) pay to Mayall Hurley  
22 P.C. attorney's fees and costs as stipulated herein; (2) pay \$56,483.89 to the  
23 LWDA; (3) pay the Individual Settlement Payments to the Aggrieved  
24 Employees; (4) pay to Plaintiff an enhancement award of \$2,500; and (5) retain  
25 \$3,000 for administration costs.

26 Individual Settlement Payments shall be sent by Phoenix Settlement  
27 Administrators as follows. Phoenix Settlement Administrators shall mail  
28 Individual Settlement Payments to Aggrieved Employees by U.S. First Class  
mail to the Aggrieved Employee's last known addresses. A letter explaining  
this Settlement Agreement will be included in the mailing of each Aggrieved  
Employee's check. Plaintiff's payment will be sent to Mayall Hurley P.C. It  
will be conclusively presumed that any Aggrieved Employee's check was  
received if the payment check has not been returned within thirty (30) days after  
the original mailing of the payment check.

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- b. Settlement checks shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance. If there are uncashed checks following this period, Phoenix Settlement Administrators will ensure that uncashed funds shall be forwarded to the unclaimed property fund for the State Controller's Office (SCO) of California in the name of the Aggrieved Employee who did not cash his or her Individual Settlement Payment. If the amounts related to uncashed settlement checks cannot be tendered to the Controller for the State of California, the parties will mutually agree to an alternative recipient option.
  - c. The settlement payments set forth above will be reported on IRS Form 1099s. The Parties acknowledge and agree that all settlement payments set forth under this Stipulation of Settlement are attributable as penalties. None are attributable as wages. Accordingly, the parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any PAGA settlement payments under this Stipulation of Settlement. Plaintiff, Mayall Hurley P.C., and the Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold Defendant and Defendant's counsel free and harmless from any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Plaintiff and the Aggrieved Employees, the payments to Plaintiff's counsel, or otherwise as to the tax implications of any provision of this Agreement.
  - d. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or the development of the list of recipients of settlement payments by Phoenix Settlement Administrators.

20. The Parties jointly request that the Court approve the penalties sought as part of the PAGA Stipulation of Settlement and approve the dismissal of the PAGA Claims in the Complaint attendant therewith.

21. This Stipulation is made for the sole purpose of settling this Action. This Stipulation and the settlement it evidences are made in compromise of disputed claims. Because this action was pleaded as a PAGA action, this Stipulation must receive approval by the Court. Accordingly, the Parties enter into this Stipulation and associated settlement on a conditional basis.

1 If the Court does not enter an order granting approval of this Stipulation, this Stipulation shall be  
2 deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or  
3 utilized for any purpose whatsoever; and the negotiation, terms and entry of the Stipulation shall  
4 remain subject to the provisions of California Evidence Code sections 1119 and 1152, Federal Rule  
5 of Evidence 408, and any other analogous rules of evidence that may be applicable. If the Court  
6 does enter an order granting approval of this Stipulation, and following payment of the PAGA  
7 Settlement Sum as set forth in Section 20(a), *supra*, Plaintiff shall cause to be filed a Request for  
8 Dismissal as to the Seventh Cause of Action, with prejudice.

9       22. The Parties and their counsel agree that they will not issue any media releases,  
10 initiate any contact with the press, respond to any press inquiry or have any communication with  
11 the press about the fact, amount or terms of this Stipulation. In addition, the Parties and their  
12 counsel agree that they will not engage in any advertising or distribute any marketing materials  
13 relating to this Stipulation or this action in any manner that identifies Defendant, including but not  
14 limited to any postings on any websites maintained by Plaintiff's counsel. Neither Plaintiff nor  
15 Plaintiff's Counsel will discuss the terms or the fact of this Agreement with third parties other than  
16 (1) their immediate family members, or (2) their respective accountants or lawyers as necessary for  
17 tax purposes. Nothing in this Stipulation of Settlement restricts Plaintiff from discussing or  
18 disclosing truthful information about unlawful acts in the workplace, such as harassment,  
19 discrimination, retaliation, or any other conduct Plaintiff believes is unlawful, or from testifying  
20 under the power of a subpoena. Plaintiff and Plaintiff's Counsel agree not to publish any of the  
21 terms or conditions of this Stipulation in any manner that identifies Defendant.

22       23. Plaintiff and Plaintiff's Counsel are not currently aware of any: (a) unalleged  
23 claims in addition to, or different from, those which are finally and forever settled and released  
24 against the Released Parties by this Stipulation of Settlement, with the exception of Plaintiff's  
25 individual claims against Defendant; and (b) unalleged facts or legal theories upon which any  
26 claims or causes of action could be brought against Defendant, except such facts and theories  
27 specifically alleged in the Complaint in this Action. Plaintiff and Plaintiff's Counsel will further

1 represent that, other than the instant Action and Plaintiff's individual claims, they have no current  
2 intention of asserting any other claims against Defendant in any judicial or administrative forum.  
3 Plaintiff and Plaintiff's Counsel will further represent they do not currently know of or represent  
4 any persons who have expressed any interest in pursuing litigation or seeking any recovery against  
5 Defendant. The Parties acknowledge, understand and agree that the representations described in  
6 this paragraph are essential to the Stipulation of Settlement and that this Stipulation of Settlement  
7 would not have been entered into were it not for this representation.

8         24. To the extent the Court reduces or does not approve the enhancement payment to  
9 the Plaintiff, as described in paragraph 15, Plaintiff shall not have the right to revoke this  
10 Stipulation of Settlement and it will remain binding.

11         25. Plaintiff's attorney has calculated the attorneys' fees included in paragraph 15. The  
12 Parties agree that if the Court approves an amount of attorneys' fees less than the amount set forth  
13 in Paragraph 15, the unapproved portion shall revert to the Net PAGA Settlement Amount to be  
14 distributed between the Plaintiff, the Aggrieved Employees and the LWDA in the same  
15 percentages as set forth in Paragraph 16. Additionally, if the Court reduces or does not approve the  
16 requested attorney's fee award and costs, it shall not be grounds to revoke this Stipulation of  
17 Settlement and it will remain binding.

18         26. Plaintiff represents and warrants he has not assigned or transferred or purported to  
19 assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is  
20 or may be subject to this Stipulation of Settlement.

21         27. Plaintiff acknowledges he has read this Stipulation of Settlement, he fully  
22 understands his rights, privileges, and duties under this Stipulation of Settlement, and enters into  
23 this Agreement freely and voluntarily. Plaintiff further acknowledges he has had the opportunity to  
24 consult with his counsel to explain the terms of the Stipulation of Settlement and the consequences  
25 of signing this Stipulation of Settlement.

26         28. This Stipulation of Settlement shall be binding upon and inure to the benefit of the  
27 Parties hereto and their respective heirs, trustees, executors, administrators, successors, and

1 assigns.

2       29.     The Parties shall each bear their own costs and fees incurred in connection with this  
3 action and this Stipulation of Settlement, except as otherwise set forth herein.

4       30.     This Stipulation of Settlement shall be construed under the laws of the State of  
5 California.

6       31.     Except as provided for in the Individual Settlement Agreement, the Parties  
7 acknowledge and represent that no promise or representation not contained in this Stipulation of  
8 Settlement has been made to them and acknowledge and represent this Stipulation of Settlement  
9 contains the entire understanding between them and contains all of the terms and conditions  
10 pertaining to the compromise and settlement of the PAGA claims. This Stipulation of Settlement  
11 cannot be amended or modified except by a writing signed by the Parties hereto and their  
12 successors in interest.

13       32.     The Parties agree not to challenge this Stipulation of Settlement as illegal, invalid,  
14 or unenforceable. If any provision of this Stipulation of Settlement is determined to be invalid or  
15 unenforceable, that provision shall be severed from this Stipulation of Settlement and all of the  
16 other provisions shall remain valid and enforceable notwithstanding the severing of the  
17 unenforceable portion, unless the provision found to be unenforceable is of such material effect  
18 that this Stipulation of Settlement cannot be performed in accordance with the intent of the Parties  
19 in the absence of that provision.

20       33.     In the event of a breach of this Stipulation of Settlement or in the event of any  
21 action or proceeding based upon or related to this Stipulation of Settlement, the prevailing party  
22 shall be entitled to reasonable attorney's fees and costs.

23       34.     Each party has had a full and complete opportunity to review this Stipulation of  
24 Settlement, and make suggestions or changes and seek legal advice. Accordingly, each party  
25 understands this Stipulation of Settlement is deemed to have been drafted jointly by the Parties and  
26 agrees that the common-law principles of construing ambiguities against the drafter shall have no  
27 application hereto. It should be construed fairly and not in favor of or against one party as the

28 \_\_\_\_\_  
Stipulation of Settlement Under Private Attorneys General Act of 2004; [Proposed] Order  
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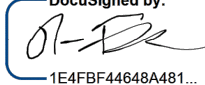
1 drafter of that provision or this Stipulation of Settlement.

2 35. This Stipulation of Settlement may be executed in one or more counterparts, each of  
3 which shall be deemed an original, but all of which together shall constitute one and the same  
4 instrument. Furthermore, signatures delivered via facsimile transmission, e-mail, or electronic  
5 signature applications shall have the same force, validity and effect as the originals of the  
6 signatures.

7  
8 **IT IS SO STIPULATED.**

9 **PLAINTIFF AND PLAINTIFF'S COUNSEL**

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11 DATED: 3/18/2024

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1E4FBF44648A481...  
Plaintiff Jasen Brady

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14 DATED: \_\_\_\_\_

MAYALL HURLEY P.C.

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16 By: 

John P. Briscoe  
Attorneys for Plaintiff

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19 **DEFENDANT AND DEFENDANT'S COUNSEL**

20 DTE ES Operations, LLC

21 DATED: \_\_\_\_\_

22 By: \_\_\_\_\_  
Douglas Cash, Vice-President

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6 signatures.

7  
8 **IT IS SO STIPULATED.**

9 **PLAINTIFF AND PLAINTIFF'S COUNSEL**

10  
11 DATED: \_\_\_\_\_

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Plaintiff Jasen Brady

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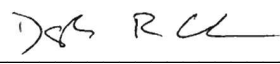
MAYALL HURLEY P.C.

15  
16 By: \_\_\_\_\_  
17 John P. Briscoe  
Attorneys for Plaintiff

18  
19 **DEFENDANT AND DEFENDANT'S COUNSEL**

20 DTE ES Operations, LLC

21 DATED: 03/20/2024 \_\_\_\_\_

By:  \_\_\_\_\_  
Douglas Cash, Vice-President

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAJT1Kd8Rq-hhThdlhTnl9fu3ta\_aJGdFN

1 DATED: March 20, 2024

OGLETREE, DEAKINS, NASH, SMOAK  
& STEWART, P.C.

4 By: 

Alexandra M. Asterlin  
Attorneys for Defendant

7 **ORDER**

8 Upon review of the foregoing stipulation entered into by and between the parties in the  
9 above-referenced action, and good cause appearing therefor,

10 **IT IS HEREBY ORDERED** that the foregoing stipulation is hereby approved and the  
11 Court approves the Parties' PAGA Settlement pursuant to Labor Code § 2699(l). The parties are  
12 ordered to perform their respective duties as stipulated thereto.

15 DATED: Signed: 3/26/2024 04:04 PM



Judge of the Superior Court  
Honorable T. Mark Smith