

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Karen I. Gold (State Bar No. 258360)
kgold@blackstonepc.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278

Attorneys for Plaintiffs ANDREW CRUZ, and
LUIS SILVA, individually, and on behalf of all
similarly aggrieved employees and the putative
class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

ANDREW CRUZ, and LUIS SILVA,
individually, and on behalf of all similarly
aggrieved employees and the putative class,

Plaintiffs,

vs.

MESA ENERGY SYSTEMS, INC., a California
corporation; EMCOR FACILITIES SERVICES,
INC., an Ohio corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No. BCV-23-103858

*Assigned for all purposes to Hon. Gregory A.
Pulskamp. Div. J*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AND AWARD OF ATTORNEYS' FEES
AND COSTS, GENERAL RELEASE FEE,
AND SETTLEMENT ADMINISTRATION
COSTS**

Date: April 18, 2025

Time: 8:30 a.m.

Division: J

Complaint Filed: November 19, 2023

Trial Date: Not Set

[PROPOSED] ORDER & JUDGMENT

On April 18, 2025, at 8:30 a.m. in Division J of the above-captioned Court located at 1215 Truxtun Avenue, Bakersfield California 93301, Plaintiffs Andrew Cruz and Luis Silva (together, “Plaintiffs”) Motion for Approval of PAGA Settlement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs came on for hearing before the Honorable Gregory A. Pulskamp. Blackstone Law, APC appearing on behalf of Plaintiffs and Littler Mendelson, PC appearing on behalf of Defendants. Based on the pleadings on record, all papers submitted in connection with Plaintiffs’ Motion to approve the Private Attorneys General Act Settlement Agreement and Release (“Agreement” or “Settlement Agreement”), and for good cause appearing, Plaintiffs’ Motion is **GRANTED**

The Court having reviewed Settlement Agreement attached as Exhibit 1, hereby **ORDERS AND ADJUDGES:**

1. For purposes of this Order, the Court refers to all defined terms as set forth in the Settlement Agreement.
2. The Court finds the Settlement was entered into in good faith as a result of arms-length negotiations, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of representative actions under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) (“PAGA”). The Settlement is hereby accepted and approved.
3. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the Court.
4. The Settlement is not an admission by Defendants nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.
5. The Court appoints APEX Class Action, LLC as the Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement.
6. Defendant shall pay the Gross Settlement Amount of \$1,475,000.00 according to the

terms of the Settlement Agreement.

7. The Net Settlement Amount (\$914,440.00) means the Gross Settlement Amount minus the following: (a) \$516,250.00 allocated to Attorneys' Fees to Plaintiffs' Counsel; (b) \$16,571.53 allocated to Plaintiffs' counsel's litigation costs; (c) \$20,000 to be split evenly between Plaintiffs as a General Release Fee; and \$7,550.00 allocated to Settlement Administrator costs.

8. The Court approves payment to Plaintiffs' counsel of Attorneys' Fees in the amount of \$516,250.00 to be paid from the Gross Settlement Amount and disbursed in accordance with this Order and the Settlement Agreement.

9. The Court approves payment to Plaintiff's counsel of actual litigation costs in the amount of \$16,571.53 to be paid from the Gross Settlement Amount and disbursed in accordance with this Order and the Settlement Agreement.

10. The Court approves payment of the General Release Fee to named Plaintiffs (Anrew Cruz & Luis Silva) in the amount of \$10,000 each, which is collectively \$20,000, to be paid from the Gross Settlement Amount and disbursed in accordance with this Order and the Settlement Agreement.

11. The Court approves payment to the Settlement Administrator for its reasonable costs and fees to administer the Settlement in the amount of \$7,550.00 to be paid from the Gross Settlement Amount and disbursed in accordance with this Order and Judgment and the Settlement Agreement

12. In accordance with Labor Code § 2699(d), 75% of the Net Settlement Amount (\$685,971.35) is allocated to the LWDA, and the remaining 25% (\$228,657.12) is allocated to the Aggrieved Employees on a pro-rata basis.

13. The "PAGA Period" means the time period from August 9, 2022, through the pay period that includes December 31, 2024.

14. "Aggrieved Employees" means the current and former non-unionized, non-exempt employees of Defendant Mesa Energy Systems, Inc. or Defendant EMCOR Facilities Services, Inc. in the state of California at any time during the PAGA Period.

1 15. The Court directs Defendants to deposit the Gross Settlement Amount with the
2 Settlement Administrator within 15 days of the Effective Date (as defined in the Settlement
3 Agreement).

4 16. The amount of each Aggrieved Employee's individual settlement payment will be
5 calculated as follows: Twenty-five (25%) of the Net Settlement Amount shall be distributed to
6 the Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods
7 worked for Defendants during the PAGA Period.

8 17. By operation of this Order, Plaintiffs shall fully, finally, and forever release and
9 discharge Defendants and the Released Parties from any and all of Plaintiffs' released claims
10 and shall be forever barred from pursuing such released claims against Defendants and the
11 Released Parties.

12 18. By operation of this Order, the State of California (including the LWDA) and the
13 Aggrieved Employees (including Plaintiffs) shall for the PAGA Period fully, finally and forever
14 release and discharge Defendants and the Released Parties from any and all PAGA Released
15 Claims, ("Released Claims" as defined in the Settlement Agreement), and shall be forever
16 barred from pursuing such Released Claims against Defendants and the Released Parties.

17 19. The Court directs the Parties and the Settlement Administrator to carry out the terms of
18 the Settlement Agreement. This includes that each Aggrieved Employee will be issued one
19 check for his or her share of the Employee Payments. The Aggrieved Employee's check will
20 expire one hundred and eighty (180) calendar days from the date the checks are issued by the
21 Settlement Administrator. After the 180 day-period, the Settlement Administrator shall cancel
22 all checks that have not been cashed or deposited and remit funds associated with such canceled
23 checks to the Unclaimed Property Fund of the State Controller's Office in the name associated
24 with each of the Aggrieved Employees whose checks are canceled. If the Court requires a cy-
25 pres, then the Parties shall designate CASA Advocates for Children or other agreed-upon
26 charity acceptable to the Court.

27 20. The Court approves of the proposed letter attached to the Settlement Agreement as
28 Exhibit A to be sent to Aggrieved Employees along with their respective settlement check.

1 21. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction
2 over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the terms and
3 intent of the Settlement and this Order.

4 22. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven (7)
5 days of the entry of the Order.

6 23. The above-referenced action and all claims asserted by Plaintiffs in a representative
7 capacity under PAGA are hereby dismissed with prejudice and the Class claims are dismissed
8 without prejudice.

9 24. A Non-Appearance Final Accounting Hearing is set for _____ at
10 _____ in Division J of the above-entitled Court. A Final Report is due to be filed no later
11 than _____ confirming that disbursements were made pursuant to the
12 Settlement.

13
14 IT IS SO ORDERED AND ADJUDGED.

15 Dated: _____

Honorable Gregory A. Pulskamp
Judge of the Superior Court

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (Settlement Agreement” or “Settlement”) is entered into by and between Plaintiff Andrew Cruz (former Mesa (defined below) employee) and Plaintiff Luis Silva (former EFS (defined below) employee) (“Plaintiffs”), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Defendant Mesa Energy Systems, Inc. (“Mesa”) and Defendant EMCOR Facilities Services, Inc. (“EFS”) (Mesa & EFS collectively, “Defendants”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Andrew Cruz is a former employee of Defendant Mesa. Plaintiff Andrew Cruz was employed by Defendant Mesa from approximately August 2021 to approximately October 2022;

(b) Plaintiff Luis Silva is a former employee of Defendant EFS. Plaintiff Luis Silva was employed by Defendant EFS from approximately September 2020 to approximately August 2022;

(c) On August 9, 2023, Blackstone Law, APC (“Plaintiffs’ Counsel”), submitted a letter on behalf of Plaintiffs to the California Labor and Workforce Development Agency (“LWDA”) and Defendants to notify the LWDA and Defendants pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiffs’ intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order No. 4-2001, thereby initiating LWDA Case Number LWDA-CM-974093-23 (“Original PAGA Notice”);

(d) On November 19, 2023, Plaintiffs filed a Class & Collective Action Complaint, commencing a class action and representative action under PAGA against Defendants, entitled *Andrew Cruz et al. v. Mesa Energy Systems, Inc. et al.*, Kern County Superior Court Case No. BCV-23-103858 (“Action”).

(e) On October 28, 2024, the Parties mediated the Action with Michael Dickstein, and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the PAGA claims asserted in the Action;

(f) On January 24, 2025, Plaintiffs submitted an amended letter to the LWDA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226(a), 226.7, 245, 245.5, 246, 246.5, 247, 248.1, 248.2, 248.3, 249, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (“PAGA Notice”);

(g) On February 14, 2025, Plaintiffs filed a First Amended Class & Collective Action Complaint (“Operative Complaint”). The Operative Complaint asserts ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide and properly pay sick time, utilizing time rounding practices that resulted in underpayment of wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain required records, recordkeeping violations, failure to timely pay wages upon separation, failure to provide proper payment of final wages, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

(h) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the PAGA claims asserted in the Action and Released Claims (as defined in Section 6(b) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties (defined below) of wrongdoing or evidence of any liability or unlawful conduct of any kind. Defendants specifically deny any and all liability.

3. **Consideration.**

(a) Subject to the escalator clause in Section 3(a)(8), Defendants shall pay a maximum gross sum of One Million Four hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,475,000.00) (the “Gross Settlement Amount”) to resolve the PAGA claims asserted in the Action and Released Claims (as defined in Section 6(b) below), which will be paid as follows:

(1) Attorneys’ fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, which is (\$516,250.00 if the Gross Settlement Amount is \$1,475,000.00), and reimbursement of litigation costs and expenses in the amount of up to Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiffs’ Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of Ten Thousand Dollars & Zero Cents (\$10,000) (“General Release Fee”) for each of the two Plaintiffs, which amounts to \$20,000 collectively and which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) to Apex Class Action, LLC (“Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Aggrieved Employees means all current and former non-unionized, non-exempt employees of Mesa or EFS who worked for Mesa or EFS in California at any time during the PAGA Period. The period of August 9, 2022, through the pay period that includes December 31, 2024 (except as potentially modified by the escalator provision in Section 3(a)(8) below) is the “PAGA Period.”

(6) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be paid to Aggrieved Employees.

(7) Twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the “Aggrieved Employee Allocation.”

(8) The Aggrieved Employees are estimated to consist of approximately 705 individuals who worked approximately 45,549 pay periods during the period from August 9, 2022, through October 28, 2024. If it is determined by the Settlement Administrator that the total number of Pay Periods (as defined in Section 5(b) below) worked by the Aggrieved Employees during the PAGA Period actually exceeds 45,549 by more than 10% (i.e., if the Pay Periods exceed 50,104), then Defendants, at their option, can either choose to: (1) cut off the end date for the PAGA Period as of the date on which the number of Pay Periods reaches 50,104, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Pay Periods worked by the Aggrieved Employees in the PAGA Period above the 10% (i.e., if there was an 11% increase in the number Pay Periods during the PAGA Period, Defendants would agree to increase the Gross Settlement Amount by 1%).

(9) No benefit, including but not limited to any ERISA plan such as 401K or a pension plan, shall increase or accrue as a result of any payment made as a result of this Settlement.

(b) Because this is a settlement of PAGA claims for civil penalties, one hundred percent (100%) of the payments for Attorneys’ Fees and Costs and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Sections 3(a)(1), 3(a)(6), and 3(a)(7) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

(c) The General Release Fee will be treated as 25% wages (reported via W-2) and 75% non-wage penalties (reported via 1099), for tax purposes. The Settlement Administrator will be responsible for issuing the applicable IRS Forms for these payments.

4. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal). As one example, Plaintiffs will dismiss their class action claims without prejudice and notify the Court that they are proceeding only on their PAGA claims as a result of arbitration agreements allegedly entered into between the Parties.

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of a motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall use their best efforts to send a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to P. Dustin Bodaghi & Joshua Kienitz of Littler Mendelson, P.C. ("Defendants' Counsel") for review by April 3, 2025 (65 days after execution of the MOU). Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable. Plaintiffs' counsel shall use their best efforts to file a motion for approval by April 14, 2025 (75 days after execution of the MOU).

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

(e) The "Effective Date" means the first calendar date on which all of the following have occurred: (i) the Court enters an order approving this Settlement; (ii) the Court enters judgment pursuant to the approval order; and (iii) the judgment and order are Final. The judgment becomes "Final" on: (a) the day the Court enters the judgment, if no person or entity has objected to the Settlement; or (b) the day after the deadline for filing a notice of appeal from the judgment has passed with no appeal having been filed, if any person or entity has objected to the Settlement; or (c) the date after the appellate court and/or the Supreme Court, as applicable, affirms the judgment and denies any appeal, if an appeal of the judgment is filed.

(f) If the Effective Date does not occur because the Court ultimately does not approve this Settlement, neither Mesa nor EFS has any duty to pay any portion of the Gross Settlement Amount (other than administration expenses) and Plaintiffs and Defendants will return

to the status quo prior to this Settlement Agreement, and Plaintiffs will have the opportunity to challenge the enforceability of the arbitration agreement(s).

5. Payment of the Gross Settlement Amount / Notice to Recipients.

(a) Payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within fifteen (15) seven calendar days of the Effective Date. If the date by which payment by Defendants is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) The Aggrieved Employee Allocation will be paid to the Aggrieved Employees on a pro rata basis based on individual versus total weeks worked during the PAGA Period. (A “week worked” is a week during which any work was performed and the total weeks worked or workweeks will always be a whole number.) For example, if the Aggrieved Employee Allocation is \$100,000.00, Aggrieved Employee John Doe worked 100 weeks during the PAGA period and all Aggrieved Employees, collectively, worked 50,000 weeks during the PAGA period, John Doe’s Individual Allocation would be \$200.00. (\$200 = 100 weeks, divided by 50,000 weeks, multiplied by \$100,000.)

(1) One hundred percent (100%) of the Aggrieved Employee Allocations are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees’ Individual PAGA Payments will be reported on an IRS Form 1099, as required.

(c) The Settlement Administrator shall distribute each Individual Allocation by way of check, along with a cover letter (“Cover Letter”) agreed to by the Parties and approved by the Court, in substantially the form attached hereto as “**Exhibit A**,” in the following manner:

(1) No later than fourteen (14) calendar days after the Court’s order granting approval of the Settlement, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees (the “Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) full name; (ii) employee ID number; (iii) last four digits of SSN; (iv) last known mailing address; and (v) dates worked for Defendants during the PAGA Period; and (vi) any other information necessary for the Settlement Administrator to calculate pay periods worked during the PAGA Period.

(2) The Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List.

(3) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and each Individual Allocation

(together, the “PAGA Settlement Package”) to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Allocation checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s). If the Court requires a cy pres, then the Parties shall designate CASA Advocates for Children or other agreed-upon charity acceptable to the Court.

(5) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the General Release Fee to Plaintiffs.

(7) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiffs’ Counsel.

(8) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. Release of Claims by Plaintiffs and the State of California with Respect to the Aggrieved Employees.

(a) The “Released Parties” are EFS, Mesa, and each of their former and present directors, officers, shareholders, partners, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates and parent companies and any of its former and present directors, officers, and shareholders.

(b) Upon the occurrence of the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns) and the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees release, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action (including the PAGA Notices filed by Plaintiffs), including violations premised on violation of Labor Code sections 201-204, 210, 223, 225.5, 226, 226.3, 226.7, 233, 245, 245.5, 246, 246.5, 247, 248.1, 248.2, 248.3, 249, 510, 512,

558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, IWC Wage Order 9, including §§ 3(A), 4, 3(A), 11, 12, and Cal. Code Regs., tit. 8, section 11090 (the “Released Claims”). The release period for the Released Claims is the PAGA Period.

(c) Upon the occurrence of the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiffs have or may have as of the date of execution of this Settlement Agreement, including but not limited to any and all claims arising out of, relating to, or resulting from Plaintiffs’ employment and/or separation of employment with Defendants, including any claims arising under any federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of implied covenant of good faith and fair dealing, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiffs in their individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs’ intentions to, upon the Effective Date and full funding of the Gross Settlement Amount, settle fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers’ compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

7. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

8. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

9. **Miscellaneous.**

(a) Plaintiffs' counsel and Plaintiffs agree that they will not issue any press release, press statement, social media or website statement, initiate media coverage, or respond to any media inquiries regarding the Lawsuit, or this Settlement.

(b) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(c) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(d) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(e) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Michael Dickstein, Esq. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(f) If Plaintiffs or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

(g) The Parties agree that, after entry of Judgment, the Court will retain continuing and exclusive jurisdiction over the Parties, Action, and the Settlement under California Code of Civil Procedure Section 664.6 and California Rule of Court rule 3.769(h) including for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF ANDREW CRUZ

Dated: 02/20/2025



Andrew Cruz

PLAINTIFF LUIS SILVA

Dated: 02/20/2025



Luis Silva

DEFENDANT MESA ENERGY SYSTEMS, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of Mesa Energy Systems, Inc.

DEFENDANT EMCOR FACILITIES SERVICES, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of EMCOR Facilities Services, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: February 20, 2025



Karen I. Gold
Attorneys for Plaintiffs

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF ANDREW CRUZ

Dated: _____

Andrew Cruz

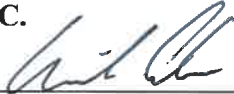
PLAINTIFF LUIS SILVA

Dated: _____

Luis Silva

DEFENDANT MESA ENERGY SYSTEMS, INC.

Dated: _____



Full Name: Michael Cook

Title: VP Human Resources
On behalf of Mesa Energy Systems, Inc.

DEFENDANT EMCOR FACILITIES SERVICES, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of EMCOR Facilities Services, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Karen I. Gold
Attorneys for Plaintiffs

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF ANDREW CRUZ

Dated: _____

Andrew Cruz

PLAINTIFF LUIS SILVA

Dated: _____

Luis Silva

DEFENDANT MESA ENERGY SYSTEMS, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of Mesa Energy Systems, Inc.

DEFENDANT EMCOR FACILITIES SERVICES, INC.

Dated: 24 FEB '25



Full Name: MICHAEL P. MCELRAH

Title: PRESIDENT
On behalf of EMCOR Facilities Services, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Karen I. Gold
Attorneys for Plaintiffs

LITTLER MENDELSON, P.C.

Dated: February 24, 2025

Dustin Bodaghi
P. Dustin Bodaghi
Attorneys for Defendants

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Andrew Cruz et al. v. Mes Energy Systems, Inc. et al.*, Kern County Superior Court Case No. BCV-23-103858

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Allocation”). This check is your payment from the settlement in the lawsuit entitled *Andrew Cruz et al. v. Mesa Energy Systems, Inc. et al.*, Kern County Superior Court Case No. BCV-23-103858 (“Action”).

The lawsuit was filed on November 19, 2023 by Andrew Cruz and Luis Silvia (“Plaintiffs”) against their former employers Mesa Energy Systems, Inc. (“Mesa”) and Defendant EMCOR Facilities Services, Inc. (“EFS”) (Mesa & EFS collectively, “Defendants”), on behalf of the State of California, with respect to themselves and other alleged Aggrieved Employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. On February 14, 2025, Plaintiffs filed a First Amended Class & Collective Action Complaint (“Operative Complaint”) which alleges ten (10) causes of action for violations of the California Labor Code including, *inter alia*, for failure to pay overtime wages, failure to provide and properly pay sick time, utilizing time rounding practices that resulted in underpayment of wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain required records, recordkeeping violations, failure to timely pay wages upon separation, failure to provide proper payment of final wages, and failure to reimburse necessary business expenses.

Prior to initiating the lawsuit, on August 9, 2023, Plaintiffs submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order No. 4-2001, thereby initiating LWDA Case Number LWDA-CM-974093-23 (“Original PAGA Notice”). On January 24, 2025, Plaintiffs submitted an amended letter to the LWDA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226(a), 226.7, 245, 245.5, 246, 246.5, 247, 248.1, 248.2, 248.3, 249, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (“PAGA Notice”);

Defendants deny all of Plaintiffs’ allegations and deny any wrongdoing of any kind associated with Plaintiffs’ allegations. A settlement was reached between Plaintiffs and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former non-unionized, non-exempt employees of Mesa or EFS who worked for Mesa or EFS in California at any time during the PAGA Period. (“Aggrieved Employees”). The period of August 9, 2022, through the pay period that includes [December 31, 2024 unless the escalator provision of Section 3(a)(8) of the Settlement Agreement is triggered] is the “PAGA Period.”

COVER LETTER

You are receiving a portion of the settlement (the enclosed Individual Allocation) because you have been identified as an Aggrieved Employee. Your Individual Allocation is calculated on a pro rata basis based on individual versus total weeks worked during the PAGA Period. (A “week worked” is a week during which any work was performed and the total weeks worked or workweeks will always be a whole number.) The Individual Allocation is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court’s order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means EFS, Mesa, and each of their former and present directors, officers, shareholders, partners, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates and parent companies and any of its former and present directors, officers, shareholders.

“Released Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action (including the PAGA Notices filed by Plaintiffs), including violations premised on violation of Labor Code sections 201-204, 210, 223, 225.5, 226, 226.3, 226.7, 233, 245, 245.5, 246, 246.5, 247, 248.1, 248.2, 248.3, 249, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, IWC Wage Order 9, including §§ 3(A), 4, 3(A), 11, 12, and Cal. Code Regs., tit. 8, section 11090. The release period for the Released Claims is the PAGA Period.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the [State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual Allocation/ CASA Advocates for Children, if the Court requires a cy pres].

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].