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on behalf of himself and others similarly situated

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION
DEC 10 2025
BY VERONICA GONZALEZ, DEPUTY

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**

14 HUGO RAMIREZ, an individual on behalf
of himself and all others similarly situated,

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16 Plaintiff,

17 vs.

18 AMERESCO, INC., a Delaware corporation;
BERNARD NICKELS, INC., a New York
19 corporation; and DOES 1 through 50,
inclusive,

20 Defendants.
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Lead Case No.: CIVSB2406892
(Consolidated with Case No.: CIVRS2400221)

CLASS ACTION

Assigned for All Purposes
Hon. Jay H. Robinson
Dept. S35

**SECOND AMENDED [PROPOSED]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

1 **RECITALS**

2 On May 8, 2025, Plaintiff Hugo Ramirez (“Plaintiff”), individually and on behalf of the
3 Class, and Defendant Ameresco, Inc. and Defendant Bernard Nickels, Inc. (“Defendants”) entered
4 into a class action settlement, the terms and conditions of which are set forth in the parties’ Class
5 Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”). Unless
6 otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in
7 the parties’ Settlement Agreement, filed concurrently with this motion.

8 Plaintiff’s motion for an order preliminarily approving the settlement of this action,
9 approving the form of notice to the class, certifying the settlement class for settlement purposes, and
10 setting a final approval hearing (“Motion”) came on for hearing in Division H of this Court on
11 September 15, 2025.

12 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and
13 Authorities in support, the Declarations in support, the Settlement Agreement, the proposed form of
14 Class Notice, and the oral argument presented to the Court, finds that: (1) the proposed Settlement
15 appears fair, reasonable and adequate, and (2) a final approval hearing should be held after notice
16 to the Class of the proposed settlement is given to determine whether a Final Order and Judgment
17 should be entered in this action based upon the Settlement Agreement.

18 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

19 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
20 **APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL**

21 1. The Court finds that certification of the following Settlement Class, for settlement
22 purposes only, is appropriate:

23 “All current and former non-exempt employees of Defendant Ameresco, Inc.
24 employed by Defendant Ameresco in the state of California at any time from February
25 27, 2020, through April 8, 2025, and all current and former non-exempt employees
26 placed at Defendant Ameresco in California by Defendant Bernard Nickels, Inc. from
27 February 27, 2020, through April 8, 2025.”

28 2. The Court grants preliminary approval of the terms and conditions contained in the

1 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
2 range of possible approval at the final approval hearing.

3 3. The Court preliminarily finds, for settlement purposes only, that the Settlement Class
4 meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement
5 because, in the absence of class certification and settlement, each individual Class Member would
6 have to litigate core common issues of law and fact, all relating to Defendants' alleged wage-and-
7 hour violations asserted in the action; (iii) the typicality requirement because Plaintiff and Class
8 Members' claims all arise from the same alleged events and course of conduct, and are based on the
9 same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the
10 same interests as all members of the Class, and they are represented by experienced and competent
11 counsel.

12 4. The Court further finds, preliminarily and for settlement purposes only, that common
13 issues predominate over individual issues in this litigation and that class treatment is superior to the
14 other means of resolving this dispute. Employing the class device here will not only achieve
15 economies of scale for Class Members with individual claims, but also conserve the resources of
16 the judicial system and preserve public confidence in the integrity of the system by avoiding the
17 waste and delay of repetitive proceedings. In addition, certifying the class for purposes of settlement
18 will prevent inconsistent adjudications of similar issues and claims.

19 5. For settlement purposes only, the Court finds that the named Plaintiff, Hugo
20 Ramirez, is an adequate representative and appoints him as Class Representative. Emil Davtyan,
21 David Yeremian, Natalie Haritounian, Enoch J. Kim, and Jonas Agle of D.Law, Inc. are appointed
22 as Class Counsel.

23 6. The Court appoints Apex Class Action, LLC ("Apex") to perform the duties of a
24 Settlement Administrator for the purpose of issuing the Class Notice and administering the
25 Settlement.

26 7. The Court recognizes that certification under this Order is for *settlement purposes*
27 *only* and shall not constitute or be construed as a finding by the Court, or an admission on the part
28 of Defendants, that this action is appropriate for class treatment for litigation purposes. Entry of

1 this Order is without prejudice to the rights of Defendants to oppose class certification in the action,
2 should the proposed Settlement Agreement not be granted final approval.

3 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

4 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
5 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
6 appears to be within the range of reasonableness of a settlement that could ultimately be given final
7 approval by this Court. It appears to the Court on a preliminary basis that:

8 a. The settlement amount is fair and reasonable to all Class Members when
9 balanced against the probable outcome of further litigation relating to liability and damages issues;

10 b. Extensive and costly investigation and research have been conducted such
11 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

12 c. Settlement at this time will avoid additional substantial costs, such as those
13 that have already been incurred by both parties, as well as avoid the delay and risks that would be
14 presented by the further prosecution of this litigation; and

15 d. The proposed settlement has been reached as the result of intensive, serious,
16 and non-collusive arm's-length negotiations.

17 9. The Court further approves the following representative group of employees as
18 governed by the Settlement Agreement with respect to the PAGA claim:

19 "All current and former non-exempt employees of Defendant Ameresco, Inc.
20 employed by Defendant Ameresco in the state of California at any time from
21 February 27, 2023, through April 8, 2025, and all current and former non-exempt
22 employees placed at Defendant Ameresco in California by Defendant Bernard
23 Nickels, Inc. from February 27, 2023, through April 8, 2025" ("PAGA Members").

24 10. The Court grants approval of the PAGA settlement pursuant to the terms and
25 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
26 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
27 § 2699(1)(2).

28 11. Because a PAGA action is not a class action, PAGA Members may not opt out of, or

1 object to, the Individual PAGA Payment.

2 12. If the Court does not grant final approval of the Settlement Agreement, approval of
3 the PAGA settlement will be vacated.

4 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

5 **AND TIMELINE FOR SENDING CLASS NOTICE**

6 13. This Court finds that the Class Notice fairly and adequately advises Class Members
7 of the terms of the Settlement and the process for Class Members to obtain the benefits available
8 under the Settlement Agreement, as well as the right of Class Members to opt out of the Class
9 Settlement, to file documentation in opposition to the proposed Settlement, and to appear at the
10 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
11 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
12 Class Member at their last known address comports with all constitutional requirements, including
13 those of due process under the United States and California constitutions, and meets the
14 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
15 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

16 14. The Settlement Administrator shall, as soon as practicable, but no later than the
17 deadline provided in the Settlement Agreement, cause the Class Notice to be mailed by first class
18 mail to all known members of the Class certified by this Court in this action to the most recent
19 address in Defendants' respective business records for each known Class Member. The mailing of
20 the Class Notices directed in this Order constitutes the best notice practicable under the
21 circumstances and sufficient notice to all members of the Class.

22 15. The costs of settlement administration, including the cost of printing and mailing the
23 Class Notices, shall be paid from the Gross Settlement Amount, pursuant to the terms of the
24 Settlement Agreement.

25 16. Each Class Member who wishes to be excluded from the Settlement must submit a
26 written request to be excluded from the Settlement by the deadline set forth in the Class Notice.
27 Any Class Member who does not submit a timely request to be excluded from the Settlement
28 consistent with the terms of the Settlement Agreement shall be bound by the terms of the Settlement

1 Agreement, even if such Class Member has previously initiated or subsequently initiates individual
2 litigation against Defendants or other proceedings encompassed by the Released Class Claims
3 defined in the Settlement Agreement.

4 **OBJECTIONS TO SETTLEMENT**

5 17. Only Participating Class Members may object to the Class Settlement and/or the
6 Settlement Agreement, including contesting the fairness of the Settlement, and/or amounts
7 requested for the Class Counsel Fees and Costs and/or Class Representative Service Payment.

8 18. Participating Class Members will need to mail their written objections to the
9 Administrator only. In the alternative, Participating Class Members may appear in Court (or hire
10 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
11 Participating Class Member who elects to mail a written objection to the Administrator must do so
12 not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14
13 days for Class Members whose Class Notice was re-mailed). If represented by personal counsel,
14 the counsel will be hired at the Class Member's expense.

15 19. Non-Participating Class Members have no right to object to the Class Settlement.

16 20. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
17 of any and all objections or written requests for exclusion that come into their possession.

18 **FINAL APPROVAL FAIRNESS HEARING**

19 21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of
20 the Settlement Agreement on June 8, 2026, at 9:30 (a.m./p.m.) in Department 35 of this Court
21 ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of
22 this action is fair, reasonable, and adequate, and should be finally approved. The Court will also
23 consider at the Final Hearing whether applications for Class Counsel Fees Payment and Litigation
24 Expenses Payment and Class Representative Service Payment to Plaintiff should be granted and, if
25 so, in what amounts.

26 22. Class Counsel shall file Plaintiff's memorandum of points and authorities in support
27 of the final approval of the Settlement Agreement and his request for approval of Class Counsel
28 Fees Payment and Litigation Expenses Payment, and Class Representative Service Payment no later

1 than 16 court days prior to the Final Hearing. After the Final Hearing, the Court may enter a Final
2 Order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the
3 rights of all Class Members.

4 23. All discovery and other pretrial proceedings in this action are stayed and suspended
5 until further order of this Court, except such actions as may be necessary to implement the
6 Settlement Agreement and this Order.

7 24. If, for any reason, the Court does not grant final approval of the Settlement, all
8 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
9 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

10 **IT IS SO ORDERED.**

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12 Dated: December 10, 2025



JUDGE OF THE SUPERIOR COURT

Jay H. Robinson

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