

D.LAW, INC.

Natalie Haritoonian (SBN 324318)

Jonas Agle (SBN 352712)

Enoch Kim (SBN 261146)

Antonia Bliznets (SBN 344511)

250 N. Madison Ave., 2nd Floor

Pasadena, CA 91101-1639

Telephone: (818) 962-6465

Fax: (818) 962-6469

Emails: n.haritoonian@d.law, j.agle@d.law,

e.kim@d.law, a.bliznets@d.law

Attorneys for Plaintiff HUGO RAMIREZ, on behalf
of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

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

Defendants.

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

CLASS ACTION

Assigned for All Purposes

Hon. Jay H. Robinson

Dept. S35

Judge Michael A. Dauber

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT;
FINAL JUDGMENT**

Hearing Information:

Date: June 8, 2026

Time: 8:30 a.m.

Dept: S35

Complaint Filed: February 27, 2024

Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

[illegible]

15
16
17
18
19
20
21
22
23
24
25
26
27
28

16
17
18
19
20
21
22
23
24
25
26
27
28

19
20
21
22
23
24
25
26
27
28

25
26
27
28

1 to the Action and the Settlement.

2 4. Distribution of the Notice directed to the Class Members, as set forth in the
3 Settlement Agreement, has been completed in conformity with the Court's December 10, 2025,
4 Order Granting Preliminary Approval of Settlement ("Preliminary Approval Order"), including
5 individual notice to all Class Members who could be identified through reasonable effort, and
6 was the best notice practicable under the circumstances. The Notice provided due and adequate
7 notice of the proceedings and of the matters set forth in the Preliminary Approval Order,
8 including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the
9 requirements of California law, the California and United States Constitutions (including the Due
10 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of
11 Court rule 3.766, and any other applicable law. The Notice also provided due and adequate
12 notice to Class Members of their right to exclude themselves from the Settlement, as well as their
13 right to object to the proposed Settlement.

14 5. For the reasons set forth in the Preliminary Approval Order and in the transcript
15 of the proceedings of the preliminary approval hearing, which are adopted and incorporated by
16 reference, the Court finds the Settlement was entered into in good faith and further finds that the
17 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and
18 the Participating Class Members. Plaintiff has satisfied the standards and applicable requirements
19 for final approval of this class action Settlement under California law, including the provisions of
20 California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal
21 Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
22 *Superior Court*, 4 Cal. 3d 800, 821 (1971).

23 6. The Court approves the Settlement as set forth in the Settlement Agreement and
24 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
25 to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The
26 Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive
27 arms-length negotiations. In granting final approval of the Settlement Agreement, the Court
28 considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the

1 allocation of settlement proceeds among the Participating Class Members, and the fact that a
2 settlement represents a compromise of the Parties' respective positions rather than the result of a
3 finding of liability at trial. Additionally, the Court finds that the terms of the Settlement
4 Agreement had no obvious deficiencies and did not improperly grant preferential treatment to
5 any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was
6 entered into in good faith.

7 7. As of the date Defendants' fund the Gross Settlement Amount and employer
8 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, all
9 Participating Class Members and all Aggrieved Employees shall be bound by the releases set
10 forth in the Settlement Agreement.

11 8. No individual has opted out from the Settlement; therefore, 100% of Class
12 Members are Participating Class Members.

13 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
14 are admissions by Defendants, or any of the other Released Parties, of liability on any of the
15 allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any
16 claims in the Action, or of any wrongdoing by Defendants or any of the other Released Parties.

17 10. The Court confirms Natalie Haritoonian, Enoch J. Kim, and Jonas Agle of D.Law,
18 Inc., as Class Counsel and finds that Class Counsel has adequately represented the Class for
19 purposes of entering into and implementing the Settlement.

20 11. The Court finds the \$147,216.00 Gross Settlement Amount provided for under the
21 Settlement to be fair and reasonable. Defendants are required to make all payments necessary to
22 fund the Settlement in accordance with the terms of the Settlement Agreement. The Court
23 approves the following deductions from the Gross Settlement Amount: (1) \$49,072.00 for
24 attorneys' fees to Class Counsel; (2) \$20,790.03 for attorneys' litigation expenses to Class
25 Counsel; (3) Class Representative Service Payment of \$5,000.00 to Plaintiff Hugo Ramirez; (4)
26 PAGA Penalties of \$12,000.00 for claims asserted under California's Private Attorneys General
27 Act ("PAGA"), of which 75% will be payable to the California Labor and Workforce
28 Development Agency ("LWDA") and 25% will be payable to the Aggrieved Employees on a *pro*

1 *rata* basis; and (5) \$4,000.00 for Settlement Administrator Costs to Apex Class Action, LLC
2 (“Apex”). The Net Settlement Amount available for distribution to the Class is approximately
3 \$56,353.97.

4 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and
5 argument set forth in Class Counsel’s application, an award of attorneys’ fees in the amount of
6 \$49,072.00 and for costs and expenses in the amount of \$20,790.03 as final payment for and
7 complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class
8 Counsel is hereby granted. The Court finds that Class Counsel’s request falls within the range of
9 reasonableness and that the result achieved justifies the award and that the requested expenses
10 were reasonably incurred. The payment of attorneys’ fees and costs to Class Counsel shall be
11 made from the Gross Settlement Amount in accordance with the terms of the Settlement
12 Agreement.

13 13. It is ordered that Class Representative Service Payment of \$5,000.00 to Plaintiff
14 Hugo Ramirez is fair and reasonable as a service award for his service to the Class.

15 14. The Court further approves the payment of \$4,000.00 to Apex to cover the costs
16 of administration as provided for in the Settlement Agreement. The payment authorized by this
17 paragraph shall be made in accordance with the terms of the Settlement Agreement.

18 15. The Court also approves the PAGA Penalties payment of \$12,000.00 for claims
19 asserted under PAGA, with 75% (\$9,000.00) payable to the LWDA and the other 25%
20 (\$3,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
21 Settlement Agreement). The PAGA Penalties payment shall be made from the Gross Settlement
22 Amount in accordance with the terms of the Settlement Agreement.

23 16. The Court finds the settlement payments from the Net Settlement Amount
24 provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court
25 approves and orders the calculations and the payments to be made and administered to the
26 Participating Class Members in accordance with the terms of the Settlement Agreement. The
27 settlement payments authorized by this paragraph shall be made in accordance with the terms of
28 the Settlement Agreement. It is also ordered that, 180 days after the date of distribution of

Individual Class Payments and Individual PAGA Payments to the Class, all funds from any uncashed checks remaining in the Net Settlement Amount shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of those Participating Class Members who did not cash their checks until such time that they claim their property.

17. The Court shall examine the final accounting at a Compliance Hearing set on

6-8-2027.

18. Defendants shall not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement.

19. Without affecting the finality of the Settlement, this Order, or Final Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing jurisdiction over the above-captioned action and the Parties, including all Participating Class Members, relating to the Action and the administration, consummation, enforcement and interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary purpose.

20. The final order shall constitute the final judgment.

21. There is no reason to delay the enforcement of this Final Approval Order and the Final Judgment.

IT IS SO ORDERED.

Dated: 6/8/, 2026


Honorable Jay H. Robinson
Michael A. Dauber
Judge of the Superior Court

Judge Michael A. Dauber