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15 Attorneys for Plaintiff FRANCO RANGEL,
16 individually and on behalf of others similarly situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF SAN BERNARDINO**

19 FRANCO RANGEL, an individual,
20
21 Plaintiff,
22
23 v.

24 TERACOM SERVICES, LLC, an Arizona
25 limited liability company; and DOES 1
26 through 100, Inclusive,
27
28 Defendants.

Case No. CIVSB2318112
[Assigned for All Purposes to the Hon. Jay H.
Robinson Dept. S35]

CLASS ACTION

**AMENDED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
SETTLEMENT AND ENTRY OF FINAL
JUDGMENT**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUL 16 2025

B. Perez-Cordero
BY: Brenda Perez-Cordero, Deputy

1 Plaintiff Franco Rangel's ("Plaintiff") Motion for Final Approval of Class Action Settlement
2 and Approval of Attorneys' Fees, Claims Administration Expenses, and Class Representative
3 Enhancement ("Motion for Final Approval") has come before the Honorable Jay Robinson,
4 Department S35, of the above-entitled Court, located at 247 West 3rd Street, San Bernardino, CA
5 92415. The Motion for Final Approval was unopposed by Defendant Teracom Services, LLC
6 ("Defendant") (together with Plaintiff hereinafter referred to as the "Parties").

7 On January 29, 2025, the Court granted preliminary approval of the Plaintiff's Motion for
8 Preliminary Approval in accordance with the Joint Stipulation of Class Action and PAGA Settlement
9 ("Settlement," or "Settlement Agreement"), which, together with the exhibits annexed thereto, sets
10 forth the terms and conditions for settlement and judgment of the Action.

11 Now, having considered the Motion for Final Approval, the Settlement Agreement, the
12 supporting Declarations, and all other materials properly before the Court, and due and adequate
13 notice having been given to the Class Members, and the Court having considered all papers filed and
14 proceedings had herein and all oral and written comments received regarding the proposed settlement,
15 and having reviewed the record in this Action, and good cause appearing,

16 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 17 1. Plaintiff and Defendant are collectively referred to herein as "the Parties."
- 18 2. The Court, for purposes of this Order and Judgment, refers to all defined terms (i.e.,
19 terms with initial capitalization) as set forth in the Joint Stipulation of Class Action Settlement and
20 Release ("Settlement Agreement").
- 21 3. The Court has jurisdiction over the subject matter over this Action, the Class
22 Representative, the Class Members, and Defendant.
- 23 4. The Court finds that the distribution of the Class Notice, as provided for in the Joint
24 Stipulation of Class Action Settlement, constituted the best notice practicable under the circumstances
25 to all Class Members and fully met the requirements of California law and due process under the
26 California and United States Constitution. Based on evidence and other material submitted, the actual
27 notice to the Class was adequate.
- 28 5. The Court approves the Settlement of the above-captioned Action, as set forth in the

1 Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate
2 as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the
3 Settlement Agreement.

4 6. For purposes of effectuating this Order and Judgment, this Court has certified the
5 following class: “[A]ll current and former non-exempt employees employed by Teracom Services,
6 LLC as Field Technicians, or in any other non-exempt, hourly position in California at any time from
7 January 30, 2019 to December 19, 2024.” The Court deems this definition sufficient for purposes of
8 California Rules of Court, Rule 3.765(a).

9 7. With respect to the settlement class for purposes of approving this Settlement, this
10 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
11 joinder of all members is impracticable; (b) there are questions of law or fact common to the
12 Settlement Class Members, and there is a well-defined community of interest among the Settlement
13 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
14 Representatives are typical of the claims of the Class Members; (d) the Class Representatives have
15 fairly and adequately protected the interests of the Class Members; (e) a class action is superior to
16 other available methods for an efficient adjudication of this controversy; and (f) the counsel of record
17 for the Class Representatives, i.e., Class Counsel, comprising of Michael H. Boyamian of Boyamian
18 Law, Inc. and Stephen M. Rinka of The Rinka Law Firm, APC, are qualified to serve as counsel for
19 the Plaintiff in his individual and representative capacity and for the Settlement Class.

20 8. By this Order, the Class Representative shall release, relinquish, and discharge, and
21 each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment
22 shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, as
23 defined in the Settlement Agreement.

24 9. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
25 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
26 Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the
27 validity of any Released Claim, or of any wrongdoing or liability of Defendant or any of Defendant’s
28 Releasees; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault

1 or omission of Defendant or any of Defendant's Releasees in any civil, criminal, or administrative
2 proceeding in any court, administrative agency, or other tribunal. Defendant or any of the Defendant's
3 Releasees may file the Settlement Agreement and/or the Judgment from this Action in any other action
4 that may be brought against it or them in order to support a defense or counterclaim based on
5 principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
6 reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

7 10. The Class Members who did not timely opt-out (Request Exclusion) are entitled to
8 payment pursuant to this Judgment. Neither the Stipulation nor this Judgment will result in the
9 creation of any unpaid residue or residual.

10 11. Class Counsel sought (a) an award of attorneys' fees and costs of \$326,844 (35 percent
11 of the total settlement sum), (b) reasonably-incurred litigation costs in the amount not to exceed
12 \$30,000, to be paid from the Gross Settlement Amount, (c) Enhancement Payment to the Class
13 Representative, Franco Rangel, in the amount of \$10,000.00, (d) payment of \$25,000.00, representing
14 any and all allegedly applicable civil penalties under the Private Attorneys General Act (PAGA),
15 \$18,750.00 of which will be paid to the California Labor and Workforce Development Agency
16 (LWDA) from the Gross Settlement Amount, with the remaining \$6,250.00 to be distributed to
17 Aggrieved Employees in accordance with the terms of the Settlement Agreement, and up to
18 \$35,000.00 to the Settlement Administrator, ILYM Group. Defendant does not oppose these requests.

19 12. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
20 awards the payments set forth below from the Settlement Amount:

- 21 a. _____ \$326,844.00 to Class Counsel for attorneys' fees and \$ _____ for
22 costs; NAR \$18,633.47
7/16/75
- 23 b. \$10,000.00 to Plaintiff Franco Rangel as Enhancement Payment;
- 24 c. \$5,950.00 to the Settlement Administrator;
- 25 d. \$25,000.00 as civil penalties under PAGA, with \$18,750.00 to be paid to the LWDA
26 and the remaining \$6,250.00 to be distributed to Aggrieved Employees in accordance
27 with the terms of the Settlement Agreement;
- 28 e. After deducting the foregoing payments, the remainder shall form the Net Settlement

Amount payable to participating Class Members for the value of their Individual Settlement Payments in accordance with the Settlement Agreement and as calculated by the Settlement Administrator.

13. Defendants are directed to make payments in accordance with the Parties' Settlement, by and through the Settlement Administrator, in accordance with the Settlement Agreement. The Settlement Administrator is directed to calculate the Individual Settlement Payments from the Net Settlement Amount and issue all payments in accordance with the terms set forth in the Settlement Agreement.

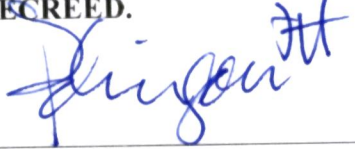
14. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date.

15. Within fifteen (15) calendar days after entry of the Final Approval Order and Judgment certifying the Class and approving this Settlement with no objections being filed or the Effective Date, Defendants shall fund the Settlement by wiring the Gross Settlement Fund amount into an account established by the Settlement Administrator. Within seven (7) calendar days after wiring of the funds, the Settlement Administrator will distribute all payments due under the Settlement.

16. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Stipulation and this Judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: 7/16/2025


Hon. Jay H. Robinson
Judge of the Superior Court