

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

DESMOND ANTHONY JULIUS, individually,
on behalf of all others similarly situated,

Plaintiff,

v.

AMDAL TRANSPORT SERVICES, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants..

Case No.: VCU309520

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Brett
Hillman, Dept. 02]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: August 12, 2025

Time: 8:30 a.m.

Dept: 02

Complaint filed:	May 31, 2024
FAC filed:	October 18, 2024
Trial date:	Not Set

1 The Court has before it Plaintiff Desmond Anthony Julius' ("Plaintiff") Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, along with the accompanying papers, the Class Action
4 and PAGA Settlement Agreement and Class Notice (which is referred to here as the "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Amdal
10 Transport Services, Inc. ("Defendant," and together with Plaintiff, the "Parties"), attached to
11 the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Preliminary Approval
12 of Class Action Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$200,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
18 a \$10,000.00 payment to the State of California, Labor & Workforce Development Agency
19 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys
20 General Act ("PAGA"), with 75% of which (\$7,500.00) being paid to the LWDA and 25%
21 (\$2,500.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
22 payments of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed
23 1/3 of the Gross Settlement Amount (\$66,666.67), and up to \$20,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$5,650.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the class representatives' enhancement awards
13 should be finally approved as fair, reasonable and adequate as to the members of the class is
14 hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all persons employed by Defendant in California and classified as an
17 hourly-paid or non-exempt employee who worked for Defendant during the Class Period."

18 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
19 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
20 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
21 of law and fact that are common, or of general interest, to all Settlement Class Members, which
22 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
23 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
24 the interests of the Settlement Class Members; and (5) a class action is superior to other
25 available methods for the fair and efficient adjudication of the controversy.

26 7. The Court appoints as Class Representative, for settlement purposes only,
27 Plaintiff Desmond Anthony Julius. The Court further preliminarily approves Plaintiff's ability
28 to request incentive awards up to \$10,000.00.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber and Daniel J. Kramer of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to 1/3 of the Total Settlement Amount (\$66,666.67), and costs not to exceed \$20,000.00.

9. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$5,650.00.

10. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

13. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 15 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	60 days after Class Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department

02. The hearing may be continued to another date without further notice to the Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Brett Hillman
Tulare County Superior Court

PROOF OF SERVICE

Julius v. Amdal Transport Services, Inc., et al.
VCU309520

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St, Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On July 21, 2025, I served the **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Erika L. Rascon
elr@tulareesq.com
Paula Tucker
PT@tulareesq.com
AMDAL TRANSPORT SERVICES, INC.
791 N. Cherry Street
PO Box 29
Tulare, CA 93274-2205
Telephone: (559) 686-3861
Facsimile: (559) 686-1514

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on July 21, 2025, at Los Angeles, California.



Rebecca Padilla