

WILSHIRE LAW FIRM, PLC
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
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
Conor Gomez (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 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,

Defendant.

Case No.: VCU309520

Assigned to: Hon. Brett D. Hillman, Dept. 2

Complaint filed: May 31, 2024

FAC filed: October 18, 2024

Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

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

FINAL APPROVAL HEARING

Date: April 7, 2026

Time: 8:30 a.m.

Dept.: 2

1 On or around September 23, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Desmond Anthony Julius (a "Plaintiff"
3 or "Class Representative") now seek an order granting final approval of the Class Action and PAGA
4 Settlement Agreement and Class Notice (the "Settlement" or "Settlement Agreement") for the
5 amount of \$200,000.00 (the "Gross Settlement Amount") between Plaintiff and Defendant Amdal
6 Transport Services, Inc. ("Defendant" and together with Plaintiff, the "Parties"). A true and
7 correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D. Gomez in
8 Support of Plaintiff's Motion for Final Approval of Class Action Settlement (the "Class Counsel
9 Declaration") as **Exhibit 1** submitted concurrently with Plaintiff's Motion for Final Approval of
10 Class Action Settlement (the "Motion").

11 Due and adequate notice having been given to the Class (as defined below), and the Court
12 having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits
13 thereto, all papers filed and proceedings had herein, and the absence of any written objections
14 received regarding the Settlement, and having reviewed the record in this action, and good cause
15 appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Settlement filed in this case (hereinafter referred to as the "Action" or "Operative Complaint").

19 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class
20 Members, Defendant, and ILYM Group, Inc. (the "Administrator").

21 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
22 reasonable and therefore meets the requirements for final approval. The Court grants final approval
23 of the Settlement and the Class based upon the terms set forth in the Settlement Agreement.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the Settlement subject to the limitations on the requested attorneys'
26 fees of 33 1/3% of the Gross Settlement Amount (the "Class Counsel Fees Payment") and costs of
27 \$19,723.58 (the "Class Counsel Litigation Expenses Payment") and the \$5,000.00 service award to
28 Plaintiff (the "Class Representative Service Award") as set forth below.

1 5. Upon Defendant fully funding the Settlement as described in this Agreement, all
2 Participating Class Members (as defined below), on behalf of themselves and their respective
3 former and present representatives, agents, attorneys, heirs, administrators, successors, and
4 assigns, release Released Parties from any and all claims asserted or that could have been asserted
5 based on the facts pled in the operative complaints, including but not limited to, state wage and
6 hour claims for any and all violations of California's Labor Code and Unfair Competition Law
7 based on Defendant's failure to pay for all hours worked (including minimum, straight time, and
8 overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to timely pay final wages at termination, and failure to furnish accurate itemized wage
10 statements based on the alleged Labor Code violations, and all damages, interest, penalties,
11 attorneys' fees, costs, and other amounts recoverable under said causes of action under California
12 law, to the extent permissible, including, but not limited to, the California Labor Code and the
13 applicable Wage Orders. Participating Class Members do not release any other claims, including
14 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
15 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
16 on facts occurring outside the Class Period.

17 6. Class Period means the period from May 31, 2020 to the date the Court grants
18 preliminary approval of the Settlement or January 17, 2025, whichever date is earlier.

19 7. Upon Defendant fully funding the Settlement as described in this Agreement, all
20 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
21 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
22 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
23 been alleged, during the PAGA Period and based on the allegations made in the Operative
24 Complaint and the PAGA Notice, including any and all claims involving any alleged failure to pay
25 minimum wages or overtime, failure to provide meal and rest periods, failure to provide accurate
26 wage statements, failure to pay all wages due at separation, and failure to reimburse business
27 expenses, including Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7,
28

245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period.

8. PAGA Period means the period from June 14, 2023 to the date the Court grants preliminary approval of the Settlement or January 17, 2025, whichever date is earlier.

9. Upon final approval of the Settlement by the Court, Participating Class Members will release the aforementioned claims against all Released Parties.

10. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

11. Solely for purposes of effectuating the Settlement, the Court finally certified the following Class – all persons currently or formerly directly employed as non-exempt employees in California by Defendant at any time during the Class Period (defined above) (each “Class Member(s)” and collectively the “Class”) who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Settlement (a “Participating Class Member”).

12. No Class Member has objected to the terms of the Settlement.

13. No Class Member has requested exclusion from the Settlement.

14. The notice that the Administrator provided to the Class (the “Class Notice”) conforms with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Class Notice fully satisfies the requirements of due process.

15. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as defined in the Settlement Agreement), and the methodology used to calculate and pay each Participating Class Member's Individual Class Payment (as defined in the Settlement Agreement) are fair, just, reasonable and adequate. The Court authorizes the Settlement Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

1 16. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
2 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class
3 Payments. Pursuant to the Settlement Agreement, Defendant shall pay one-half of the Gross
4 Settlement Amount within 30 days of final approval of the Settlement, and Defendant shall pay the
5 remaining one-half of the Gross Settlement Amount within 12 months of the first payment.

6 17. From the Gross Settlement Amount, the Class Representative Service Award shall be
7 paid to Plaintiff Desmond Anthony Julius for his service as Class Representative and for his
8 agreement to release his individual claims.

9 18. From the Gross Settlement Amount, \$5,650.00 shall be paid to the Administrator.

10 19. From the Gross Settlement Amount, PAGA Penalties in the amount of \$10,000.00
11 (the “PAGA Penalties”) with 75% (\$7,500.00) allocated to the LWDA (the “LWDA PAGA
12 Payment”) and 25% (\$2,500.00) allocated to the Aggrieved Employees (as defined in the
13 Settlement Agreement) (the “Individual PAGA Payments”).

14 20. The Court hereby confirms Benjamin H. Haber, Daniel Kramer, Alan Wilcox, Conor
15 Gomez, and Lucy Nguyen of Wilshire Law Firm, PLC as “Class Counsel”.

16 21. From the Gross Settlement Amount, Class Counsel is awarded the Class Counsel Fees
17 Payment of \$66,666.67 and the Class Counsel Litigation Expenses Payment of \$19,723.58 for their
18 reasonable costs incurred in the Action. These payments shall be distributed to Class Counsel as set
19 forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided
20 to the Class.

21 22. Without affecting the finality of this Order in any way, and in accordance with C.C.P.
22 § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and
23 enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant’s
24 counsel, and the Administrator.

25 23. Plaintiff’s Motion for Final Approval of Class Action Settlement is hereby
26 **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of
27 this Order.
28

24. _____

IT IS SO ORDERED.

DATE:

Hon. Brett D. Hillman
Tulare County Superior Court