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LAW OFFICES OF MANN & ELIAS
Imad Y. Elias (SBN 163655)
imad@mannelias.com
8383 Wilshire Blvd, Suite 750
Beverly Hills, CA 90211
Phone: (323) 857-9500 | Fax: (323) 857-9525

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STEPHANIE BOHRER, CLERK

By 
DEPUTY

KESSELMAN BRANTLY STOCKINGER LLP
Majed Dakak (SBN 271875)
mdakak@bkslaw.com
Ryan Davis (SBN 308557)
rdavis@kbslaw.com
1600 Rosecrans Avenue, Bldg. 7, Ste. 320
Manhattan Beach, CA 90266
Phone: (310) 307-4555 | Fax: (310) 307-4570

Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ADAM URANGO, an individual,

Plaintiff,

vs.

ABF FREIGHT SYSTEM, INC., an Arkansas
corporation; ARCBEST CORPORATION, a
Delaware corporation; **ALEXIS GOMEZ**, an
individual; and DOES 1 through 50, inclusive,

Defendants.

Case No. STK-CV-UWT-2024-0008840
Hon. Blanca A Banuelos, Dept 10B

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

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
Settlement; Declaration of Majed Dakak;
Declaration of Imad Y. Elias; Declaration of
Shiva Shirazi Davoudian; Declaration of
Kimberly Sutherland; Declaration of Adam
Urango]*

Date: **8/28/24**
Time: 9:00 a.m.
Department: 10B

Complaint Filed: July 26, 2024
FAC Filed: September 20, 2024

1 A hearing on Plaintiff Adam Urango's ("Plaintiff") Unopposed Motion for Preliminary Approval
2 of Class Action Settlement was held before this Court on 8/28/24.

3 **I. RECITALS**

4 1. On July 26, 2024, Plaintiff filed his initial Class Action Complaint in this Action in the
5 San Joaquin County Superior Court as a Class Action asserting a Violation of Business & Professions
6 Code § 16600, *et seq.*

7 2. On September 29, 2025, Plaintiff and Defendants ABF Freight System, Inc. ("ABF") and
8 ArcBest Corporation ("ArcBest") (Defendants, together, the "Corporate Defendants") participated in a
9 full-day, arm's-length mediation before former California Supreme Court Justice Ming Chin (Ret.). With
10 the assistance of the mediator, the Plaintiff and the Corporate Defendants (the "Parties") were able to
11 come to a settlement of the class action claim, subject to the Court's approval. The settlement was
12 memorialized in a Memorandum of Understanding, subject to later completion of a long-form Class
13 Action Settlement Agreement (the "Agreement").

14 **II. FINDINGS**

15 3. The Court finds that on a preliminary basis the Agreement falls within the range of
16 reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may
17 be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court
18 on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
19 Members when balanced against the uncertain outcome of further litigation relating to liability and
20 damages issues. It also appears that investigation, research, and proceedings have been conducted so that
21 counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the Court
22 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay
23 and risks that would be presented by the further prosecution of the action. It also appears that settlement
24 has been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

25 **III. ORDERS**

26 After considering the papers and evidence, arguments of counsel, and all other matters presented
27 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

28 4. The Court conditionally certifies the following Class for purposes of approving this

1 settlement only: all persons who were both employed by Defendant at any time from July 26, 2020
2 through the date of preliminary approval and whose employment-related contracts in effect during their
3 employment included a provision that has the effect of being a non-solicitation provision (each a "Class
4 Member").

5 5. The Court grants preliminary approval of the Agreement submitted by the Parties. The
6 Agreement appears to be fair, adequate, and reasonable to the Class.

7 6. The Court appoints and designates: (a) Plaintiff Adam Urango as Class Representative,
8 and (b) Imad Y. Elias of the Law Offices of Mann Elias, and Majed Dakak and Ryan Davis of Kesselman
9 Brantly Stockinger LLP as Class Counsel for the Class. Class Counsel is authorized to act on behalf of
10 the Class with respect to all acts or consents required by, or which may be given, pursuant to the
11 Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class
12 Member may enter an appearance through his or her own counsel at such Class Member's own expense.
13 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
14 represented by Class Counsel.

15 7. A final fairness hearing on the question of whether the proposed Agreement and the
16 Agreement's allocation of Individual Class Payments, the Class Counsel Fees Payment, the Class
17 Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration
18 Expenses Payment should be finally approved as fair, reasonable, and adequate as to the members of the
19 Class is set for 3/2/27 at 9:00 am in this Court ("Final Fairness Hearing").

20 8. The Court hereby approves, as to form and content, the Court Approved Notice of Class
21 Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), attached as Exhibit A to
22 the Agreement. The Court finds that distribution of the Class Notice to Class Members substantially in
23 the manner and form set forth in the Agreement and this Order meets the requirements of due process
24 and shall constitute due and sufficient notice to all parties entitled thereto.

25 9. The Court appoints and designates Apex Class Action Administration as the
26 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
27 Members using the procedures set forth in the Agreement.

28 10. Any Class Member may choose to opt out of and be excluded from the settlement as

1 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
2 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
3 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
4 signed by each such Class Member opting out and must otherwise comply with the requirements
5 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
6 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
7 Judgment.

8 11. Any Class Member may object to the Agreement or express his or her views regarding the
9 Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
10 issues to be heard and determined by the Court as provided in the Agreement and Class Notice.

11 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
12 sixteen (16) court days before the Final Fairness Hearing.

13 13. The Court reserves the right to adjourn or continue the date of the Final Fairness Hearing
14 and all dates provided for in the Agreement without further notice to the Class. The Court retains
15 jurisdiction to consider all further applications arising out of or connected with the Agreement.

16 14. Should final approval not be granted for any reason, the fact that the Parties were willing
17 to stipulate to certification of a class as part of the settlement shall have no bearing on the issue of whether
18 a class should be certified in a non-settlement context.

19 **IT IS SO ORDERED.**

20
21 **DATED:** 8/28/26, 2026

