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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JAMIE MIGUEL MOEN, an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

AUTOMATED ENGINEERING SERVICES,
INC., a California stock corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 25CU042196C

CLASS ACTION

Assigned for All Purposes To:
Hon. Marcella O. McLaughlin
Dept.: C-72

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

*[filed concurrently with Plaintiff's Notice of Motion
and Motion; Memorandum of Points and
Authorities; and Declarations of Enoch J. Kim,
Kimberly Sutherland, and Jamie Miguel Moen]*

Date: September 11, 2026
Time: 9:30 a.m.
Dept.: C-72

Original Complaint Filed: August 12, 2025
First Amended Complaint Filed: October 16, 2025
Trial Date: None Set

ORDER

Plaintiff Jamie Miguel Moen (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendant Automated Engineering Services, Inc. (“Defendant”) (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). The Motion was set for hearing on September 11, 2026, at 9:30 a.m. in Department C-72 of the San Diego County Superior Court located at 330 West Broadway, San Diego, California 92101. The Court, having considered the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”) and the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) (attached as **Exhibit A** to the Settlement Agreement (which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim (“Kim Decl.”))), the submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement, which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim, is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein will have the same meaning as in this Order;

3. The Court conditionally certifies the Settlement Class consisting of all persons who worked for Defendant Automated Engineering Services, Inc. as non-exempt, hourly paid employees in the State of California at any time from August 12, 2021, through June 10, 2026.

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable for the Settlement Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court.

5. The Court preliminarily finds, for settlement purposes only, that the Settlement Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual Class Member would have to litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour violations asserted in the action; (iii) the typicality requirement because Plaintiff and Class Members’

1 claims all arise from the same alleged events and course of conduct and are based on the same legal
2 theories; and (iv) the adequacy of representation requirement because Plaintiff has the same interests
3 as all members of the Class, and they are represented by experienced and competent counsel. The
4 Court further finds, preliminarily and for settlement purposes only, that common issues predominate
5 over individual issues in this litigation and that class treatment is superior to the other means of
6 resolving this dispute.

7 6. The preliminary approval of the class action settlement includes the approval for
8 purposes of the Settlement of D.Law, Inc. as Class Counsel, Plaintiff Jamie Miguel Moen as Class
9 Representative, and Apex Class Action, LLC (“Apex”) as the Settlement Administrator. Class
10 Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents
11 required by or which may be given pursuant to the Settlement Agreement and such other acts
12 reasonably necessary to consummate the Settlement. The Settlement Administrator is authorized to
13 perform such acts as set forth in this Order and the Settlement Agreement.

14 7. The Court grants approval of the PAGA settlement pursuant to the terms and
15 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
16 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
17 § 2699(s)(2).

18 8. The Class Notice, attached as **Exhibit A** to the Settlement Agreement, which is
19 attached as **Exhibit 1** to the Declaration of Enoch J. Kim, advises the Class of the material terms and
20 provisions of the Settlement, the procedure for approval thereof, and their rights with respect thereto,
21 and is approved as to form and content. The Court approves the procedures set forth in the Settlement
22 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set forth in
23 the Class Notice.

24 9. The Class Notice will be sent by first-class mail to the Class Members in accordance
25 with the schedule set forth in the Settlement Agreement. The dates selected for the mailing and
26 distribution of the Class Notice, and the other dates as set forth in the Settlement Agreement, meet
27 the requirements of due process and provide the best notice practicable under the circumstances, and
28 will constitute due and sufficient notice to all persons entitled thereto.

1 10. Each Class Member who wishes to be excluded from the Class portion of the
2 Settlement must submit a written request to be excluded (“Request for Exclusion”) from the Class
3 portion of the Settlement by the deadline set forth in the Class Notice. Any Class Member who does
4 not submit a timely Request for Exclusion from the Class portion of the Settlement consistent with
5 the terms of the Settlement Agreement (“Participating Class Member”) shall be bound by the terms
6 of the Settlement Agreement.

7 11. Only Participating Class Members may object to the Class portion of the Settlement,
8 including contesting the fairness of the Settlement, and/or amounts requested for the Attorneys’ Fees,
9 Attorneys’ Costs, Settlement Administration Costs, and/or Class Representative Enhancement
10 Payment. Participating Class Members may send written objections to the Settlement Administrator,
11 by fax or mail, by the deadline set forth in the Class Notice. Participating Class Members may also
12 appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal
13 objections at the Final Approval Hearing.

14 12. A Final Approval Hearing on the question of whether the proposed Settlement,
15 Attorneys’ Fees and Attorneys’ Costs to Class Counsel for attorneys’ fees and reasonable expenses
16 incurred in connection with this Action, Class Representative Enhancement Payment to Plaintiff for
17 his services in this Action, and Settlement Administration Costs to the Settlement Administrator
18 should be approved as fair, reasonable, and adequate as to the Settlement Class and whether the
19 Settlement should be given final approval is scheduled on: _____, 2027 at _____.m.
20 Plaintiff shall file a motion for final approval of the Settlement no later than 16 court days prior to the
21 Final Approval Hearing.

22 13. The Settlement Agreement will not be construed as an admission or evidence of either
23 liability or the appropriateness of class certification in the non-settlement context, as more specifically
24 set forth in the Settlement Agreement. Entry of this Order is without prejudice to the rights of
25 Defendant to oppose certification of a class in this action should the proposed Settlement not be
26 granted final approval. If, for any reason, the Court does not grant final approval of the Settlement,
27 all evidence and proceedings held in connection therewith shall be without prejudice to the status quo
28 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

1 14. All further proceedings in this action are stayed except such proceedings necessary to
2 review, approve, and implement this Settlement.

3 15. The Court finds that all required notifications and submissions to the California Labor
4 and Workforce Development Agency (“LWDA”) about the Settlement Agreement and Motion have
5 been made by Plaintiff in the time and manner specified under PAGA.

6 **IT IS SO ORDERED.**

7
8 Dated: _____, 2026

Honorable Marcella O. McLaughlin
Judge of the Superior Court