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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JUAN PADILLA, CHARLES KEOPIMPHA, and NHAT NGUYEN, individually and on behalf of the State of California, and others similarly situated and aggrieved, *Plaintiff*, v. SPACE EXPLORATION TECHNOLOGIES, CORP., a Texas corporation; and DOES 1 through 10, inclusive, *Defendants*.	Case No.: 23STCV17559 **PAGA REPRESENTATIVE ACTION** [*Assigned for all purposes to:* Hon. Timothy Patrick Dillon, Dept. 15] **DECLARATION OF TYLER WOODS IN SUPPORT OF PLAINTIFFS' MOTION TO APPROVE PAGA SETTLEMENT** Approval Hearing Date Date: December 1, 2025 Time: 2:00 p.m. Dept: 15 Complaint filed: July 26, 2023 FAC filed: January 3, 2024 SAC filed: September 8, 2025 Trial date: not set

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DECLARATION OF TYLER J. WOODS

I, Tyler J. Woods, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Juan Padilla ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. This Declaration is submitted in support of Plaintiffs' Motion to Approve PAGA Settlement.

Background

3. Defendant SpaceX has two business lines. Its space launch business designs, manufactures, and launches the world's most advanced rockets and spacecraft. Its Starlink satellite broadband service provides broadband connectivity using a constellation of thousands of satellites and a global network of ground infrastructure. SpaceX's stated mission is "to help make humanity multiplanetary." All three Plaintiffs were employed at SpaceX's Hawthorne, California location, where they held various positions supporting the company's manufacturing operations. Plaintiff Keopimpha worked for Defendant as a Structure Technician from March 2023 to August 2023. Plaintiff Keopimpha worked for Defendant as a Structure Technician from March 2023 to August 2023. Plaintiff Nguyen worked for Defendant as a High Temperature Composites Technician from August 2020 to October 2023. Plaintiff Padilla worked for Defendant as an Inventory Specialist from January 2020 to September 2022. Plaintiff Padilla worked for Defendant as an Inventory Specialist from January 2020 to September 2022. Plaintiffs all signed arbitration agreements with class action waivers with SpaceX as part of their onboarding with the company.

4. Each of the Plaintiffs alleges that, during their employment, they were not provided all of the rights guaranteed to them under the California Labor Code, including with respect to meal and rest periods. In particular, Plaintiff Nguyen asserts that, despite generally working shifts of twelve hours or more, he was not provided a second meal period or a third rest

period. Plaintiff Padilla contends that he was generally not provided compliant rest breaks at all due to understaffing issues. In addition, Plaintiffs Nguyen and Keopimpha allege that the premium pay they received for working the swing shift was not properly factored into their paid sick time. SpaceX denies all of these assertions and contends that it maintained compliant wage and hour policies and practices at all times relevant to this matter.

5. On November 1, 2023, Plaintiff Keopimpha commenced this Action by filing a complaint against Defendant Space Exploration, Corp., dba Space X ("SpaceX" or "Defendant") for civil penalties under the Private Attorneys General Act ("PAGA") (Labor Code §§ 17200, et seq.). Plaintiff Keopimpha sent notice to the LWDA and Defendant of the alleged PAGA violations on August 17, 2023. On December 2, 2024, Plaintiff Keopimpha filed a First Amended Complaint adding Plaintiff Nguyen as a named Plaintiff. Plaintiff Nguyen sent notice to the LWDA and Defendant of the alleged PAGA violations on September 23, 2024. On July 26, 2023, Plaintiff Padilla commenced his action by filing a complaint against defendant alleging class action allegations. Plaintiff Padilla sent notice to the LWDA and Defendant of the alleged PAGA violations on August 22, 2023. On January 3, 2024, Plaintiff Padilla filed a First Amended Complaint adding a cause of action for civil penalties under PAGA. On February 15, 2024, Plaintiff Padilla dismissed his class action allegations and the Court stayed the Action until related to Plaintiff Padilla's alleged representative PAGA claims pending the disposition of Plaintiff's individual PAGA claims in arbitration. On August 29, 2025, the Parties stipulated to file a Second Amended Complaint in the Padilla Action, adding Plaintiffs Keopimpha and Nguyen. The Padilla Second Amended Complaint is the Operative Complaint in this matter.

Discovery and Investigation

6. After Plaintiffs filed their complaints, the Parties engaged in extensive discussions regarding the merits of the claims and the discovery needed thereon if the parties were to engage in meaningful settlement discussions. To facilitate a constructive mediation process, the Parties agreed to exchange data and documents on an informal basis, including time and payroll records for the entire group of allegedly aggrieved employees, along with a comprehensive set of policy documents. Plaintiffs engaged an expert consultant to assist in

calculating SpaceX's alleged exposure for the Labor Code claims at issue.

7. On April 28, 2025, the Parties and their counsel participated in private mediation with Michael D. Young, Esq. Plaintiffs and Defendant engaged in vigorous, arms-length negotiations regarding the resolution of this matter. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their or its position through trial and appeal if a settlement had not been reached.

8. Ultimately, After an all-day mediation, the Parties ultimately agreed to settle Plaintiffs' PAGA claim for $3,970,000.00, which will provide significant civil penalties to the California Labor & Workforce Development Agency ("LWDA") and other aggrieved employees. The Settlement includes all current and former non-exempt employees of SpaceX in California at any time from August 28, 2022 through the Effective Date. There are approximately 6,094 aggrieved employees covered by the settlement. Plaintiffs submitted the Settlement to the LWDA on September 15, 2025, pursuant to Labor Code § 2699(l)(2). A true and correct copy of the PAGA Settlement Agreement ["Settlement"] executed by the Parties, along with the confirmation that the Settlement was submitted to the LWDA is attached to this Declaration as **Exhibit 1**. Additionally, attached as **Exhibit 2** is the Settlement Notice that will be sent to the PAGA Employees with payment after the Court enters a Judgement on its Order Approving the PAGA Settlement.

9. Before the Settlement, Plaintiffs' counsel conducted an investigation into the claims alleged by Plaintiffs, conducted legal research, and engaged in informal discovery. Based upon the information obtained through discovery, Plaintiffs' counsel was able to act intelligently and effectively in negotiating the proposed Settlement. Although Plaintiffs and counsel were prepared to litigate the claims in this action, they support the proposed Settlement as being in the best interests of the State of California and the aggrieved employees.

10. Plaintiffs and their counsel are confident in the merits of this action but also acknowledge significant risks as to each claim. Moreover, without this settlement, the Parties face preparation for individual arbitration hearings and, ultimately, trial, as well as extensive additional formal discovery efforts. As a result, the Parties would incur considerably more attorneys' fees

and costs through trial. This settlement avoids those risks and the accompanying expense.

Assessment of Amount in Controversy and Risks of Continued Litigation

11. Plaintiffs believed there was a legitimate risk of the Court significantly reducing penalties given the technical nature of the alleged violations. Without this settlement, the Parties face preparation for trial, as well as further extensive formal discovery efforts and further depositions. As a result, the Parties would incur considerably more attorneys' fees and costs through trial. This settlement avoids those risks and the accompanying expense. Thus, this factor favors settlement approval.

12. This settlement avoids those risks and the accompanying expense. Based on the data provided by Defendants in advance of mediation, Plaintiffs' expert estimated Defendants' maximum PAGA exposure for 6,094 aggrieved employees and 254,000 pay periods as follows: **$74,646,100** total, of which $24,056,900 is attributable to Plaintiffs' meal period claims; $24,376,000 to their derivative wage statement claims; $22,577,600 to their rest period claims; $3,091,100 to their paid sick leave claims; $254,200 to their derivative claims for failure to timely pay all wages upon termination; and $609,400 to their claims for unlawful agreements.

13. Section 512(a) of the Labor Code requires a thirty-minute, uninterrupted, duty-free meal period to be provided during the first five hours of work, and a second thirty-minute meal period to be provided when employees work shifts longer than ten hours. Upon analyzing SpaceX's timekeeping data, Plaintiffs' expert identified a high rate of shifts in which the employee did not clock out for a compliant meal period. In particular, the expert determined that, for shifts over ten hours, more than 99 percent lacked a second meal period. Plaintiffs contend that this data conclusively demonstrates a policy of failing to provide second meal periods. The data also shows a significant number of first meal periods that were apparently noncompliant, including 36.5 percent of shifts over five hours that lacked a first meal period altogether. Where an employer fails to provide a compliant meal period, it must pay the employee a premium of one hour's wages at the employee's regular rate, which employers sometimes argue offsets the PAGA penalty if properly paid. Lab. Code § 226.7.

14. In response to Plaintiffs' meal period claims, SpaceX maintains that it has fully

satisfied its obligation to provide employees with compliant meal periods, including second meal periods. SpaceX has lawful written policies, which accurately characterize employees' meal period rights under California law. SpaceX argues that it made meal periods available to all employees at the appropriate intervals, and took every reasonable step to inform, train, and remind employees about their rights and obligations with respect to meal periods. California employers are not required to police meal periods, nor are they required to force employees to take meal periods made available to them. SpaceX also argues that litigation of this claim on a representative basis would be unmanageable, because all aggrieved employees would have to testify as to whether meal periods were made available to them but they chose not to take them. Plaintiffs consider their meal period claim to be one of their stronger ones, accounting for a significant portion of the settlement value. For purposes of estimating a realistic exposure that takes into account both the risk of failing on the merits and the risk of a discretionary reduction, Plaintiffs suggest discounting this claim by about 70 percent, which Plaintiffs claim would yield an approximate realistic exposure of $7,217,070.

15. SpaceX denies that it fails to provide third rest periods to employees who work shifts longer than ten hours. SpaceX contends that it has fully-compliant written rest period policies, and it provides comprehensive training, and constant reminders to employees regarding their rights and obligations. SpaceX also contends that Plaintiffs' rest period claims would be virtually impossible to prove on a representative basis in litigation. In light of these difficulties of proof, Plaintiffs did not afford great weight to this claim for purposes of settlement. For purposes of estimating a realistic exposure, Plaintiffs suggest discounting this claim by 90 percent, which Plaintiffs claim would yield an approximate realistic exposure of $2,257,760.

16. Plaintiffs' expert calculated SpaceX's maximum possible exposure for their wage statement claim to be the same as for Plaintiffs' meal period claim. And, because this claim is wholly derivative of the meal period claim, it has about the same probability of success. Accordingly, Plaintiffs claim the approximate realistic exposure for this claim is $7,217,070.

17. California law requires that compensation for paid sick leave for non-exempt employees be calculated based on either of two formulas: (1) the same formula used to determine

the regular rate for overtime purposes, which must take all remuneration into account unless subject to a specific exception; or (2) by "dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Labor Code § 246(l). Here, Plaintiffs assert that SpaceX did not use either of the accepted methods. Instead, paid sick leave was compensated using each employee's base hourly rate, without incorporating additional compensation such as split shift premium pay. SpaceX also denied these allegations. Plaintiffs suggest a 50 percent reduction, which Plaintiffs claim would yield an approximate realistic exposure of $1,545,550.

18. Employees must be paid all wages owed promptly upon termination, either immediately if they are discharged or within 72 hours if they quit without notice. Lab. Code §§ 201-02. Where an employer fails to do so, including because it has not paid meal period premiums or underpaid workers for paid sick leave over the course of employment, it is subject to a one-time PAGA penalty for the final pay period. Because this claim is derivative of both the meal period claim and the paid sick leave claim, Plaintiffs feel confident in their success on the merits of this claim. SpaceX asserts the same defenses to this derivative claim as it does the underlying Labor Code claims, and maintains that "stacking" PAGA penalties for derivative claims is improper. Because this claim alleges a technical violation and may be seen as duplicative of other penalties, the court would be likely to apply a discretionary reduction. As a result, Plaintiffs suggest discounting exposure by 50 percent, which Plaintiffs claim would yield an approximate realistic exposure of $127,100.

19. Labor Code section 432.5 provides that "no employer . . . shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer . . . to be prohibited by law." Plaintiffs have identified two provisions of the contract they were required to sign as a condition of employment which they believe to be unlawful: the confidentiality clause and the non-solicitation clause. They argue that the confidentiality clause unduly infringes on employees' rights to pursue lawful employment and engage in protected labor activities. They contend that the non-solicitation clause amounts to an invalid non-compete agreement. SpaceX vigorously disagrees that either clause runs afoul of California law. These

claims have a relatively low likelihood of success, because even if Plaintiffs succeeded in establishing that one or both of the clauses were unlawful, SpaceX may be able to argue that it did not *know* they were invalid and thereby avoid penalties under section 432.5. Accordingly, Plaintiffs did not place great value on these claims for settlement purposes and suggest a 75 percent discount for purposes of assessing realistic exposure, which Plaintiffs claim would yield an approximate realistic exposure of $152,350.

20. While Plaintiff's expert calculated the maximum exposure in this case at $74,646,100, they submit that a more realistic total exposure is $18,516,900. SpaceX denies Plaintiffs' allegations and disputes their expert's analysis of the alleged exposure at issue in this case. The gross settlement amount of $3,970,000 represents about 5.3% of Plaintiffs' estimate for the total maximum exposure, or 21.4% of Plaintiffs' estimate for the total realistic exposure. In this case, continued litigation would delay payment to the LWDA and the PAGA Employees as they await trial and, most likely, appellate proceedings. Furthermore, while Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each of the predicate Labor Code violations. The possibility that the Court finds no liability at the PAGA bench trial is also a risk. In sum, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the settlement amount is fair. Further, because of the proposed Settlement, the PAGA Employees will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. Plaintiff also recognizes that proving the amount of wages due to each employee would be an expensive, time-consuming, and uncertain proposition.

21. If the Court approves the terms of the Settlement, each aggrieved employees' payment will average approximately $105.71 and approximately $1,932,500.00 will go to the LWDA. In reality, some employees will likely receive more, and others may receive less depending on the length of their employment with Defendant.

Plaintiffs Do Not Seek PAGA Representative Service Payment

22. Plaintiffs do not seek representative service payments under this Settlement. Instead, each Plaintiff has settled his disputed claims for damages (i.e., non-PAGA) in his

individual wage-and-hour arbitration against Defendant for $10,000.

Attorneys' Fees And Costs

23. The Settlement provides for a payment of attorneys' fees in the amount of $1,323,333.33 and up to $40,000.00 in costs to Plaintiff's counsel. As of the filing date, Plaintiff's counsel's collective lodestar is $871,485.00, which is based upon 992.7 hours of attorney time at customary hourly rates. In addition, Plaintiffs' counsel incurred $30,797.61 in litigation costs. Plaintiffs' counsel was required to expend the funds prosecuting this case to a successful resolution on, among other things, court filing fees, document service, postage, and copying. Because these costs are reasonable, Plaintiffs' counsel respectfully requests that the Court approve the payment. Under these circumstances, Plaintiffs' counsel has a lodestar multiplier of 1.52. Thus, Plaintiffs' request for $1,323,333.33 in attorneys' fees and costs is reasonable under the lodestar method.

24. The efforts expended by Plaintiffs' counsel to achieve this excellent result include, but are not limited to, the following: interviews with Plaintiffs and review of documents provided by Plaintiffs and Defendant; preparing and revising the Complaint; filing of the PAGA complaint; investigating and researching the claims; analyzing the timekeeping and payroll records produced by Defendant in advance of mediation; preparing a mediation brief; participating in mediation; drafting, negotiating, and revising the Settlement Agreement; communicating with the proposed Settlement Administrator; and drafting this Motion and supporting papers.

25. The regular and customary practice for my team at Wilshire Law Firm, PLC is for all attorneys to maintain contemporaneous time records setting forth the amount of time spent (rounded to the nearest 0.1 hour) on each task in each case, with explanatory descriptions of each task performed. My colleagues and I followed this practice throughout this litigation, but other attorneys who are no longer with my firm were not as diligent in maintaining such records. As a result, I had to estimate some of the hours for tasks performed by Bradford Smith, Justin F. Marquez, and Arsine Grigoryan. To calculate my firm's lodestar for this case, I reviewed the time records and exercised discretion in eliminating excessive entries. For those whose time records were limited or missing, I reviewed the files, records, notes, and communications in the file for this matter, all of which are maintained in the regular course of Wilshire Law Firm, PLC's business,

and based upon my experience I assigned a reasonable amount of time which I believe would have been spent to perform the task. I believe my estimates were conservative and that the actual number of hours spent on tasks were significantly higher than what is listed below. Using this information, my office derived the following summary chart of timekeeping activities of the attorneys working on this case and determined that Wilshire Law Firm, PLC performed approximately 484.5 hours of work on this matter, for a lodestar of $474,225.00:

Attorney	**Role**	**Hours**	**Rate**	**Lodestar**
Tyler J. Woods	Senior Partner	67	$1,200	$80,400
Alan Wilcox	Senior Attorney	36	$1,000	$36,000
Bradford Smith	Settlement Attorney	69.5	$550	$38,225
Justin F. Marquez	Senior Partner	100	$1,500	$150,000
Arsiné Grigoryan	Associate Attorney	212	$800	$169,600
Total:	**484.5**			$474,225.00

26. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Plaintiffs' Counsel's request for attorneys' fees. Additionally, the attorneys at Crosner Legal, PC expended approximately 508.2 hours for a lodestar of $397,260.00 litigating this case. Therefore, Class Counsel's lodestar is $871,485.00 for a total of 992.7 hours worked on this case.

27. We can provide complete, detailed billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information.

28. Additional time will be required by Plaintiffs' Counsel to monitor the settlement and respond to inquiries and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above.

29. As of the drafting of this Motion, WLF has incurred $6,703.59 in expenses, and

Crosner Legal, PC has incurred $24,094.02 in expenses litigating this action. Class Counsel has therefore incurred $30,797.61 in total costs litigating this action to date. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. Attached as **Exhibit 3** to this declaration is a breakdown of costs incurred by my office.

Plaintiff's Counsel's Experience

30. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over 120 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

31. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

32. I graduated from the University of California, Davis in 1999 with a Bachelor of Arts degree in Communications with minors in Spanish and Psychology. I received by Juris Doctor from USC Gould School of Law in 2004.

33. Upon graduating from law school in 2004, I worked for international firm McDermott Will & Emery LLP practicing general litigation which included employment law matters. Since 2010, and exclusively since 2013, my practice has focused on labor and employment matters including handling wage and hour class, collective, and representative actions (including the California Private Attorneys general Act or "PAGA"), including at the law firms of McDermott Will & Emery LLP (where I was a partner), Pacific Trial Attorneys (where I was a partner), and labor and employment powerhouse Fisher Phillips (where I was a partner and head of Fisher Phillips Class Action Practice Group). During my time at these law firs, I was the lead trial counsel or took a major leading role in defending employers on numerous wage and hour

class, collective, and representative actions. Under my leadership as lead counsel during my tenure as defense counsel I successfully defeated class certification of a potential 10,000 plus class as lead counsel on behalf of a nationwide quick service restaurant during my time as defense counsel and negotiated several wage and hour class actions that were subsequently approved by the Courts.

34. In late March 2024, I left Fisher Phillips and joined my current firm, WLF, to represent plaintiff employees. I have been and am handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts. From matters representing both plaintiff and defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions.

35. In July 2025, I obtained a jury verdict in excess of $6,000,000 in a wage and hour case in Los Angeles Superior Court against Javier's Cantina & Grill (Los Angeles Superior Court Case No. 19STCV36438).

36. I have received numerous awards for my legal work. For example, from 2009-2011 and 2014, I was listed as a Rising Star in Los Angeles Super Lawyers (Thomas Reuters). I have also served on numerous prominent boards and in other leadership positions, including currently serving on the board of the Orange County Chapter of the California Restaurants Association.

37. I have also presented monthly webinars on labor and employment issues to hundreds of participants since 2022, including on wage and hour issues. For example, I presented "10 Reasons Employers Get Sued (and How to Avoid These Mistakes" (while a partner with Fisher Phillips) and "Key Insights for Hospitality Employers: Arbitration Agreements 101" (while a partner with Fisher Phillips).

38. My current contingent billing rate of $1,200 per hour is consistent with my actual billing rate for my practice area, experience, legal market, and accepted hourly rate. The reasonableness of my firm's hourly rates is also supported by several surveys of legal rates, including the following:

a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was $1,045 per hour for partners and $855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with “21 or more years of experience” and “Fewer than 21 years.” For those categories, the third quartile Los Angeles partner rate in 2022 were $1,133 per hour for 21 or more years and $1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 4**.

b. In an article entitled “Big Law Rates Topping $2,000 Leave Value ‘In Eye of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5**.

39. Alan Wilcox is a Senior Attorney at Wilshire Law Firm. He graduated from the University of California, Berkeley in 2007, and graduated from Pepperdine University’s School of Law and became a member of the California State Bar in 2012. Throughout his career, Alan has represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment matters. From 2014 to the present, he has exclusively practiced complex civil litigation representing plaintiff employees in employment matters. He has handled both individual wrongful discharge and collective wage and hour actions, with the class action and PAGA matters including Flores v. Aqua Terra Culinary, Inc., Monterey Superior Court Case No. 17CV002672, Garcia v. Construction Innovations Group, LLC, Sacramento Superior Court Case No. 34-2020-00285239, Kim v. Sheraton Operating Corp., Central District of California Case No. 2:17-cv-09247-FMO-E, Pease v. Wattrans, Inc., San Bernardino Superior Court Case No. CIVDS1919832, and Lachman v. Berlitz Languages, Inc., Los Angeles Superior Court Case No. 19STCV01533, among others.

40. Bradford Smith[1] is a former Settlement Attorney at Wilshire Law Firm. He

[1] Bradford Smith, Justin F. Marquez, Peter Horton and Arsiné Grigoryan are no longer employed by Wilshire Law Firm and the hours they worked on this matter have been estimated based on the work and pleadings they contributed to this matter.

graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining Wilshire Law Firm, he worked at a law firm specializing in insurance defense litigation. Mr. Smith now focuses on the settlement of wage and hour class action cases.

41. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm who was actively involved in the litigation and resolution of this matter from its inception through December 2024. He graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an undergraduate, he also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. He received his Juris Doctor from Notre Dame Law School in 2008. He has received numerous awards for his legal work. From 2017 to 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern California Super Lawyer." He was selected as one of the "Best Lawyers in America" from 2023 to 2025. In 2016 and 2017, the National Trial Lawyers selected him as a "Top 40 Under 40" attorney. In 2024, he, along with his colleagues at Wilshire Law Firm, PLC, received a CLAY (California Lawyer Attorneys of the Year) award for his work on a false advertising case against Apple which ultimately led to a $25 million settlement. His contingent hourly rate while at Wilshire Law Firm, PLC was $1,500 per hour.

42. Arsiné Grigoryan was an Associate Attorney at my office. She earned two Bachelor of Arts degrees from the University of California, Berkeley in (1) Political Science with an emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor degree from Southwestern Law School. She is presently admitted to practice in all state courts of California (admitted in 2017) and before all federal district courts in California. The focus of her practice at Wilshire Law Firm is currently on class action wage-and-hour law, including Private Attorneys General Act of 2004 ("PAGA") matters. Prior to joining Wilshire Law Firm, PLC, she worked at a law firm specializing in wage-and-hour class action cases. She is also handling more than a dozen active class action matters currently pending and prosecuting multiple PAGA

collective action matters in various courts throughout the State of California.

43. Plaintiff's Counsel elected to bear the contingency risk of this litigation for the benefit of the aggrieved employees, as well as for the State of California (who elected not to take the case after receiving the PAGA notice).

44. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, we have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

45. In the high-risk, high-cost practice of class action and PAGA litigation, Wilshire Law Firm, PLC has endured financial losses in several of its cases. I believe that the particular risk of taking on this high-cost, high-risk case supports an upward adjustment of the lodestar calculation.

46. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Wilshire Law Firm, PLC represents all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, we receive less than the amount of attorneys' fees negotiated with defendant. It is therefore essential that we recover our requested fees when we settle cases if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

47. I am informed and believe that the efforts of my office have resulted in substantial benefits to the aggrieved employees and the State of California. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached. I am informed and

believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the complaint would have gone completely unremedied. The attorneys' fees award provided for in the settlement is therefore reasonable given the result achieved.

48. Plaintiffs requested bids from multiple settlement administrators, and the lowest bid was from CPT Group, Inc. ("CPT") The Parties propose using CPT Group, Inc. to administer the Settlement. The Settlement Administrator Costs in the amount of $40,000.00 are reasonable, given the tasks to be performed by the Settlement Administrator, including, but not limited to, the following duties: mailing and re-mailing (if necessary) checks to approximately 6,094 PAGA Employees and the LWDA; establishing a Qualified Settlement Fund; preparing and submitting to PAGA Employees and government entities all appropriate tax filings and forms; distributing the PAGA Representative Service Payment and attorneys' fees and costs; keeping the Parties timely apprised of the performance of all obligations under the Agreement; and voiding uncashed or undeliverable checks to issue those funds to the California Controller's Unclaimed Property Fund. Plaintiff respectfully requests that the Court approve the requested costs. A true and correct copy of CPT's estimate for administration costs is attached to this Declaration as **Exhibit 6**.

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

Executed on October 24, 2025, at Los Angeles, California.

Tyler J. Woods

Tyler Woods

Exhibit 1

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

State of California
Labor and Workforce Development Agency / Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : * 977008-23

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXX-XX".
[Search for PAGA Case number]

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name * Tyler

Your Last Name * Woods

Your Email Address * coley.hayes@wilshirelawfir

Your Street Name, Number and Suite/Apt * 660 S. Figueroa Street, Sky

Your Mobile Phone Number

Your City * Los Angeles

Your Work Phone Number 213-381-9988

Your State * California

Your Zip/Postal Code * 90017

Court and Hearing Information

Court *

Los Angeles County Superior Court

Court Case Number *

23STCV17559

Hearing Date *

12/01/2025

Hearing Time *

2:00

HH:MM

Hearing Location *

312 North Spring Street, L

Number of aggrieved employees *

6094

Net Amount to Aggrieved Employees *

641666.67

Gross settlement amount *

3970000.00

Gross penalty *

2566666.67

Penalties to LWDA *

1925000.00

Date of proposed settlement *

12/01/2025

Other PAGA Notices

Search for PAGA Case number

☑ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

◉ There are no other PAGA claims which may be affected by this proposed settlement.

○ The proposed settlement may affect other PAGA claims.

☐ A Notice of Related Cases has been filed in all related actions.

☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.

☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) *

Choose File Ex. 2 - Settle...0223.1)-C.pdf

Other Attachment (if any, must be .pdf)

Choose File No file chosen

Add Another Attachment

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses,

dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

- [x] **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

Previous Page Submit

Coley Hayes

From: no-reply@formassembly.com
Sent: Friday, October 24, 2025 10:00 AM
To: Coley Hayes
Subject: Thank you for your Proposed Settlement Submission

10/24/2025 09:59:37 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/24/2025 09:59:37 AM your Proposed Settlement was successfully processed for case number LWDA-CM-977008-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ccoley.hayes%40wilshirelawfirm.com%7C1d292c523d8445c7e0d608de131ec4c9%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638969220039754565%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=yU6ErP0DugCucTtLGRB1yCwgOXjQYOTtA04Po5GlYVc%3D&reserved=0

Exhibit 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Charles Keopimpha, Nhat Nguyen, and Juan Padilla ("Plaintiffs") and defendant Space Exploration Technologies, Corp. ("SpaceX"). The Agreement refers to Plaintiffs and SpaceX collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Actions" refers collectively to the Keopimpha/Nguyen Action, the Padilla Action, and the Individual Arbitrations, as defined below.

1.2. "Administrator" means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all current and former non-exempt employees of SpaceX in California at any time from August 28, 2022 through the Effective Date.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in SpaceX's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of Los Angeles.

1.9. "Defense Counsel" means Fox Rothschild LLP, the attorneys representing SpaceX in the Actions.

1.10. "Effective Date" means the date when the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.11. "Gross Settlement Amount" means $3,970,000, which is the total amount SpaceX agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross

Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual Arbitrations" refers to all of the following: *Space Exploration Technologies Corp. v. Keopimpha*, JAMS Case No. 5100001505; *Space Exploration Technologies Corp. v. Padilla*, JAMS Case No. 5220004083; *Padilla v. Space Exploration Technologies Corp.*, JAMS Case No. 52200005401; and *Nguyen v. Space Exploration Technologies Corp.*, JAMS Case No. 5220007366.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Court's approval of the settlement.

1.15. "Keopimpha/Nguyen Action" refers to *Keopimpha et al. v. Space Exploration Technologies Corp.*, commenced on November 1, 2023, and pending in Los Angeles County Superior Court as Case No. 23STCV26766.

1.16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.17. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.18. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder, if any, is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.19. "Notice of PAGA Settlement" means the letter, substantially similar to the form attached hereto as **Exhibit A**, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.

1.20. "Padilla Action" refers to *Padilla v. Space Exploration Technologies Corp.*, commenced on July 26, 2023, and pending in Los Angeles County Superior Court as Case No. 23STCV17559.

1.21. "PAGA Counsel" means Crosner Legal, PC, the attorneys representing Plaintiffs Keopimpha and Nguyen in the Keopimpha/Nguyen Action; and Wilshire Law Firm, PLC, the attorneys representing the Plaintiff Padilla in the Padilla Action.

1.22. "PAGA Counsel Fees Payment" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees incurred to prosecute the Action.

1.23. "PAGA Counsel Litigation Expenses Payment" means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.

1.24. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for SpaceX for at least one day during the PAGA Period.

1.25. "PAGA Period" means the period from August 28, 2022 through the Effective Date.

1.26. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.27. "PAGA Notice" means any of the following letters sent by Plaintiffs to SpaceX and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a): Plaintiff Keopimpha's letter submitted on August 17, 2023; Plaintiff Padilla's letter submitted on August 22, 2023; and Plaintiff Nguyen's letter submitted on September 23, 2024.

1.28. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (currently estimated to be $644,166.67) and the 75% to LWDA (currently estimated to be $1,932,500.00) in settlement of PAGA claims.

1.29. "PAGA Representatives" means Plaintiffs Charles Keopimpha, Nhat Nguyen, and Juan Padilla, the named Plaintiffs in the Actions.

1.30. "Plaintiffs" means Plaintiffs Charles Keopimpha, Nhat Nguyen, and Juan Padilla, the named Plaintiffs in the Actions.

1.31. "Released PAGA Claims" means the claims being released by the Plaintiffs as described in Paragraph 5 below.

1.32. "Released Parties" means: SpaceX and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

1.33. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.34. "SpaceX" means named Defendant Space Exploration Technologies, Corp.

2. RECITALS.

2.1. On August 17, 2023, Plaintiff Keopimpha submitted a PAGA Notice to the LWDA and SpaceX asserting PAGA claims for: failure to correctly calculate the regular rate of pay; failure to keep accurate records; meal period violations; rest period violations; minimum and overtime wage violations; semimonthly payment violations; statutory wage violations; refusal to make payment; standard conditions of labor violations; business expense violations; wage statement violations; unlawful deductions; reporting time pay violations; violation of the California day of rest law; temperature violations; violation of Labor Code sections 2100-2112; seating violations; sick leave violations; failure to provide supplemental paid sick leave; failure to pay vested vacation/paid time off; untimely payment of final wages; violations of Labor Code section 208; and unlawful agreements, criminal history inquiries, and/or waivers. Plaintiff Keopimpha thereby gave timely written notice to SpaceX and the LWDA under Labor Code section 2699.3, subd. (a), and exhausted his administrative remedies.

2.2. On September 23, 2024, Plaintiff Nguyen submitted a PAGA Notice to the LWDA and SpaceX asserting PAGA claims for: failure to correctly calculate the regular rate of pay; failure to keep accurate records; meal period violations; rest period violations; minimum and overtime wage violations; semimonthly payment violations; statutory wage violations; refusal to make payment; standard conditions of labor violations; business expense violations; wage statement violations; unlawful deductions; reporting time pay violations; violation of the California day of rest law; temperature violations; violation of Labor Code sections 2100-2112; seating violations; sick leave violations; failure to provide supplemental paid sick leave; failure to pay vested vacation/paid time off; untimely payment of final wages; violations of Labor Code section 208; and unlawful agreements, criminal history inquiries, and/or waivers. Plaintiff Nguyen thereby gave timely written notice to SpaceX and the LWDA under Labor Code section 2699.3, subd. (a), and exhausted his administrative remedies.

2.3. On September 6, 2023, Plaintiff Keopimpha commenced the Keopimpha/Nguyen Action by filing a Complaint alleging one cause of action against SpaceX for PAGA penalties. On December 2, 2024, Plaintiff Keopimpha filed a First Amended Complaint adding Plaintiff Nguyen as a plaintiff. The First Amended Complaint asserts one cause of action under PAGA for the following alleged violations: failure to correctly calculate the regular rate of pay; failure to keep accurate records; meal period violations; rest period violations; minimum and overtime wage violations; semimonthly payment violations; statutory wage violations; refusal to make payment; standard conditions of labor violations; business expense violations; wage statement violations; unlawful deductions; reporting time pay violations; violation of the California day of rest law; temperature violations; violation of Labor Code sections 2100-2112; seating violations; sick leave violations; failure to provide supplemental paid sick leave; failure to pay vested vacation/paid time off; untimely payment of final wages; violations of Labor Code section 208; and unlawful agreements, criminal history inquiries, and/or waivers. The First Amended Complaint is the operative complaint in the Keopimpha/Nguyen Action. SpaceX denies the allegations in the First Amended Complaint, denies any failure to comply with the laws identified in in the First Amended Complaint, and denies any and all liability for the causes of action alleged.

2.4. On August 22, 2023, Plaintiff Padilla submitted a PAGA Notice to the LWDA and SpaceX asserting PAGA claims for: failure to correctly calculate the regular rate of pay; failure to pay minimum, overtime, and straight-time wages; failure to provide meal periods; failure to provide rest periods; failure to pay all earned wages twice per month;

failure to maintain accurate records; failure to timely pay all wages due at termination; failure to furnish accurate itemized wage statements; and failure to indemnify for necessary expenditures. Plaintiff Padilla thereby gave timely written notice to SpaceX and the LWDA and exhausted his administrative remedies.

2.5. On July 26, 2023, Plaintiff Padilla commenced the Padilla Action by filing a Complaint alleging class action allegations against SpaceX. On January 3, 2024, Plaintiff Padilla filed a First Amended Complaint adding a cause of action under PAGA for the following alleged violations: failure to correctly calculate the regular rate of pay; failure to pay minimum, overtime, and straight-time wages; failure to provide meal periods; failure to permit rest periods; failure to timely pay all wages due at termination; failure to provide and maintain accurate and compliant wage records; and failure to indemnify employees for necessary expenditures. On February 15, 2024, Plaintiff Padilla dismissed his class action allegations and the Parties agreed, and the court ordered, to stay the Padilla Action related to Plaintiff's representative PAGA claim in its entirety pending the disposition of Plaintiff's individual PAGA claims in arbitration. SpaceX denies Plaintiff Padilla's PAGA allegations, denies any failure to comply with the laws identified in in the First Amended Complaint, and denies any and all liability for the causes of action alleged.

2.6. On April 28, 2025, the Parties participated in an all-day mediation presided over by Michael D. Young, Esq., which led to this Agreement to resolve all actions, including the Keopimpha/Nguyen Action, the Padilla Action, and the Individual Arbitrations. As part of the settlement, the Plaintiffs agreed to add Plaintiffs Keopimpha and Nguyen to the Padilla Action as plaintiffs, and dismiss, without prejudice, the Keopimpha/Nguyen Action. The Parties further agreed to stay the Individual Arbitrations until the Court has approved this settlement, after which time the Individual Arbitrations will be dismissed.

2.7. Prior to mediation, Plaintiffs obtained, through both formal and informal discovery, personnel documents, timekeeping and payroll data, wage statements, written policy documents, and statistics related to Aggrieved Employees.

2.8. The Parties are aware of the matter *Perez v. Space Exploration Technologies Corp.*, United States District Court for the Central District of California, Case No. 2:24-cv-09942 (the "*Perez* Action"), that will be impacted by this settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, SpaceX promises to pay $3,970,000 and no more as the Gross Settlement Amount. SpaceX has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to SpaceX.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be $1,323,333.33, and PAGA Counsel Litigation Expenses Payment of not more than $40,000. SpaceX will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel will request approval for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds SpaceX harmless, and indemnifies SpaceX, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $40,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $40,000, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3. To Plaintiffs: For services as the PAGA Representatives, and in exchange for the general release of claims described in Paragraph 5.1 below, which releases claims beyond those being released by other Aggrieved Employees under this Agreement, including claims asserted in the Individual Arbitrations, Plaintiffs will each receive $10,000.00 as an Individual Settlement from SpaceX under separate, individual settlement agreements that the Parties are entering into concurrently with this Agreement. The payment of the Individual Settlement Amount is in addition to the Gross Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: After the Court-approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administrator Expenses Payment are deducted from the Gross Settlement Amount, all remaining funds (currently estimated to be $2,566,666.67) will be allocated to PAGA Penalties. PAGA Penalties will be allocated as follows: 75% (currently estimated to be $1,925,000.00) to the LWDA PAGA Payment and 25% (currently estimated to be $641,666.67) to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (currently estimated to be $641,666.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, SpaceX estimates there are 6,094 Aggrieved Employees who worked a total of 254,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the Effective Date, SpaceX will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. SpaceX has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which SpaceX must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. SpaceX shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 10 business days after SpaceX funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

4.4.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.5. The payment of Individual PAGA Payments shall not obligate SpaceX to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when SpaceX fully funds the entire Gross Settlement Amount, the following claims will be released against all Released Parties as follows:

5.1 Plaintiffs' Release. Concurrently with this Agreement, Plaintiffs Keopimpha and Padilla will separately effect a general release of all claims they have against SpaceX, with a waiver of Civil Code section 1542, in consideration for their Individual Settlements of $10,000 each. Concurrently with this Agreement, Plaintiff Nguyen will separately effect a general release of all claims he has against SpaceX, with a waiver of Civil Code section 1542, in consideration for his Individual Settlement of $10,000, except that his claims asserted in his civil lawsuit, Los Angeles Superior Court Case No 25STCV01664, and his arbitration, JAMS Ref. No. 5220008477, will not be released.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Actions and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are no aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, other than the *Perez* action.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES [AND ESCALATOR CLAUSE]

8.1 Based on its records, SpaceX estimates that, as of the date of this Settlement Agreement, there are 6,094 Aggrieved Employees who worked 254,000 Pay Periods during the PAGA Period.

8.2 The Gross Settlement Amount was agreed upon based on SpaceX's representations of the total number of Pay Periods in the PAGA Period. In the event the total number of Pay Periods increases by more than 10%, SpaceX shall have the option to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Aggrieved Employees above 10% (i.e., if the number of Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%), or (ii) shorten the PAGA Period to an earlier date at which only the represented number of Pay Periods plus 10% are covered by the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the

Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by SpaceX that any of the allegations in the Operative Complaint have merit or that SpaceX has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that SpaceX's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, SpaceX reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest SpaceX's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and SpaceX, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, SpaceX nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement, including the "Publicity" clause in Paragraph 16 of the Parties' Memorandum of Understanding, executed on April 29, 2025.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by SpaceX in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from SpaceX unless, prior to the Administrator's payment of all Settlement Funds, SpaceX makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs Keopimpha and Nguyen:

Brandon Brouillette, Esq.
bbrouillette@crosnerlegal.com
Raymond Wendell, Esq.
rwendell@crosnerlegal.com
Zachary Crosner, Esq.
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To Plaintiff Padilla:

Tyler Woods, Esq.
tyler.woods@wilshirelawfirm.com
Brooke Wilkinson Waldrop, Esq.
brooke.waldrop@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

To SpaceX:

Daniel V. Kitzes, Esq.
dkitzes@foxrothschild.com
Alexander Hernaez, Esq.
ahernaez@foxrothschild.com
FOX ROTHSCHILD LLP
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067

Christopher Cardaci, Esq.
Christopher.Cardaci@SpaceX.com
Christin Lawler, Esq.
Christin.Lawler@SpaceX.com

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 07 / 18 / 2025

Charles Keopimpha
Plaintiff

Dated: ______________

Nhat Nguyen
Plaintiff

Dated: ______________

Juan Padilla
Plaintiff

Dated: ______________

Christopher Cardaci
Defendant SpaceX

Christopher Cardaci, Esq.
Christopher.Cardaci@SpaceX.com
Christin Lawler, Esq.
Christin.Lawler@SpaceX.com

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Dated: ______________ ______________________________
Charles Keopimpha
Plaintiff

Dated: 07 / 18 / 2025 NHAT NGUYEN
Nhat Nguyen
Plaintiff

Dated: 7/30/2025 Signed by:
B8A261AA10404E2...
Juan Padilla
Plaintiff

Dated: ______________ ______________________________
Christopher Cardaci
Defendant SpaceX

Christopher Cardaci, Esq.
Christopher.Cardaci@SpaceX.com
Christin Lawler, Esq.
Christin.Lawler@SpaceX.com

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Dated: ______________ ____________________________________
Charles Keopimpha
Plaintiff

Dated: ______________ ____________________________________
Nhat Nguyen
Plaintiff

Dated: ______________ ____________________________________
Juan Padilla
Plaintiff

DocuSigned by:
A31A33722D4D4A1...
Dated: 07/20/25 ____________________________________
Christopher Cardaci
Defendant SpaceX

Dated: 07/18/2025

CROSNER LEGAL, PC

Brandon Brouillette, Esq.
Raymond Wendell, Esq.
Zachary Crosner, Esq.

Attorneys for Plaintiffs Charles Keopimpha and Nhat Nguyen

Dated: 7/31/2025

WILSHIRE LAW FIRM, PLC

Tyler Woods, Esq.
Brooke Wilkinson Waldrop, Esq.

Attorneys for Plaintiff Padilla

Dated: August 14, 2025

FOX ROTHSCHILD LLP

Daniel V. Kitzes, Esq.
Alexander Hernaez, Esq.
Attorneys for Defendant SPACEX

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Charles Keopimpha et al. v. Space Exploration Technologies, Corp.*, Los Angeles County Superior Court, Case No. 23STCV26766, and *Juan Padilla v. Space Exploration Technologies, Corp.*, Los Angeles County Superior Court, Case No. 23STCV17559 (the "**Lawsuits**").

What is this case about?

In the Lawsuits, Plaintiffs Charles Keopimpha, Nhat Nguyen, and Juan Padilla asserted representative claims against Defendant Space Exploration Technologies on behalf of non-exempt employees in California during the period of August 28, 2022 through <<APPROVAL DATE>> (the "**Settlement Period**"). Plaintiffs allege claims for penalties and unpaid wages pursuant to the Private Attorneys General Act of 2004 ("**PAGA**") Labor Code section 2698 *et seq.* based on the alleged (1) failure to pay straight, regular rate wages for all work performed; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay wages due at termination; (6) failure to provide paid sick days; (7) knowing and intentional failure to comply with itemized wage statements; (8) failure to pay employees twice per month; (9) unlawful agreements; and (10) failure to correctly calculate the regular rate of pay. SPACEX contends that it compensates employees in full compliance with the law. It denies each of the claims and contentions alleged by Plaintiffs in the Lawsuit.

What are the terms of the Settlement?

Plaintiffs and SPACEX reached a settlement which was reviewed and approved by the Court. SPACEX's records show that you were employed by SPACEX in a covered position during the Settlement Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

Exhibit 3

Wilshire Law Firm, PLC

Transaction Detail by Account

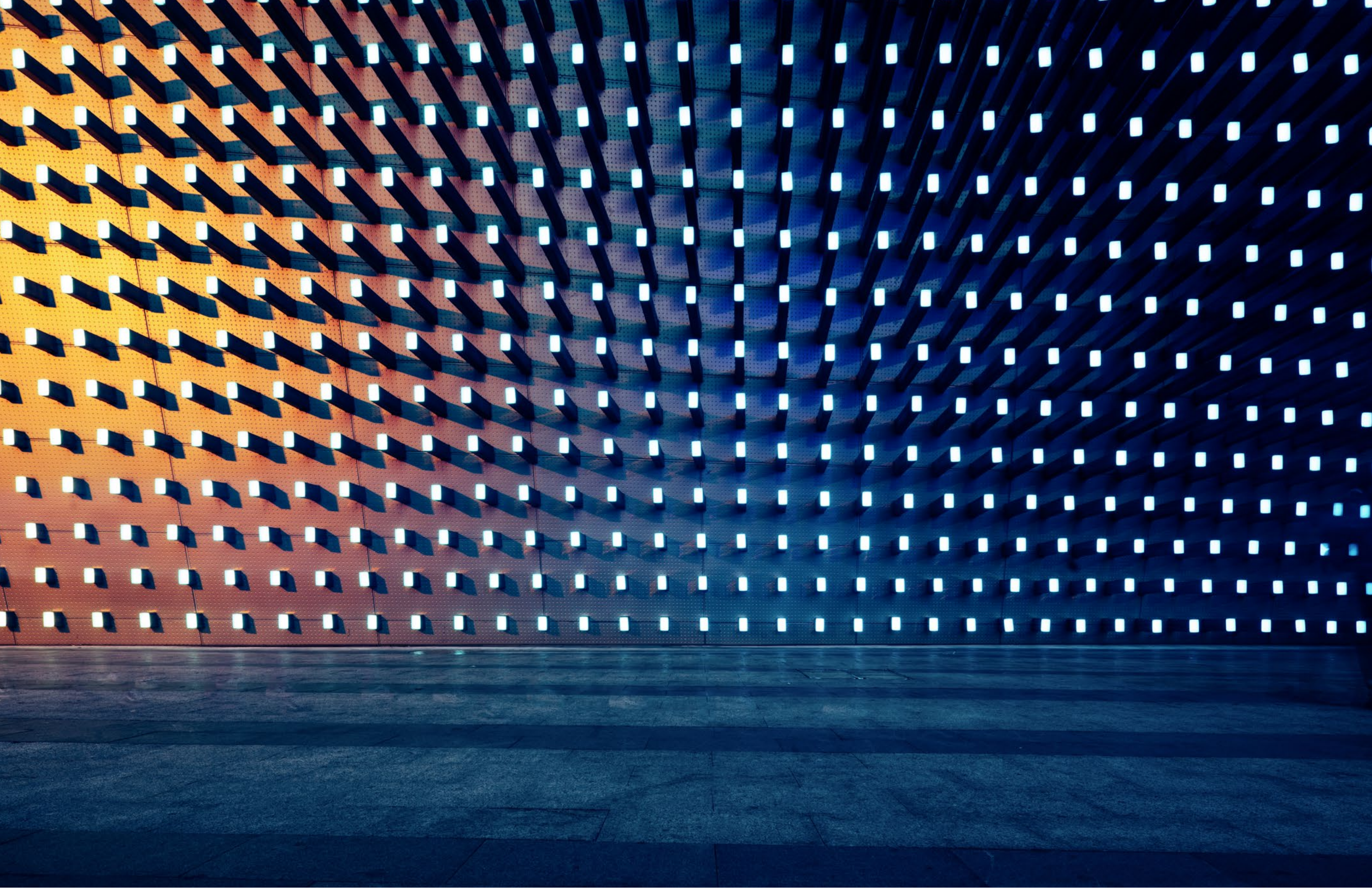
All Transactions

11/8/2024

Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Mediation Fees					
	2/20/2024		Mediation Fee - JAMS, Inc.	$411.96	$411.96
	5/20/2024	605109	Mediation Fee - JAMS, Inc.	-$400.00	$11.96
	4/9/2025	660156	Mediation Fee - Judicate West	$4,441.25	$4,453.21
Total MEDIATION FEES				$4,453.21	4,453.21
Legal Expenses					
	02/20/2024		Los Angeles Superior Court	$4.00	4.00
	6/6/2023	848413295	Legal Research - Thomson Reuters - West	$30.49	34.49
	5/5/2025	851883366	Legal Research - Thomson Reuters - West	$232.30	266.79
Total LEGAL EXPENSES				$266.79	266.79
Filing Fees					
	08/09/2023	62907	Filing Fees - Valpro	$45.00	45.00
	01/04/2024	69875	Filing Fees - Valpro	$85.00	130.00
	07/27/2023	20877503	Filing Fees - One Legal	$1,494.99	1,624.99
	9/1/2023	21132335	Filing Fees - One Legal	$18.69	1,643.68
	12/29/2023	21919299	Filing Fees - One Legal	$18.69	1,662.37
	6/17/2025	25634430	Filing Fees - One Legal	$23.44	1,685.81
	12/30/2024		Filing Fees - Dept. of Industrial Relations	$75.00	1,760.81
	8/24/2023		Filing Fees - Dept. of Industrial Relations	$75.00	1,835.81
	08/09/2023	62868	Filing Fees - Valpro	$144.00	1,979.81
Total FILING FEES				$1,979.81	1,979.81
Other Costs					
	1/3/2024	E-3173110	DocuSign Envelope	$1.89	1.89
	5/16/2023	E-3145945	DocuSign Envelope	$1.89	3.78
Total OTHER COSTS				$3.78	3.78
TOTAL				**$6,703.59**	**6,703.59**

Exhibit 4



ELM Solutions

2022 Real Rate Report®

The industry's leading analysis of law firm rates, trends, and practices

Wolters Kluwer

wolterskluwer.com

Table of Contents - 2022 Real Rate Report

Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors[1] that drive rates[2]:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

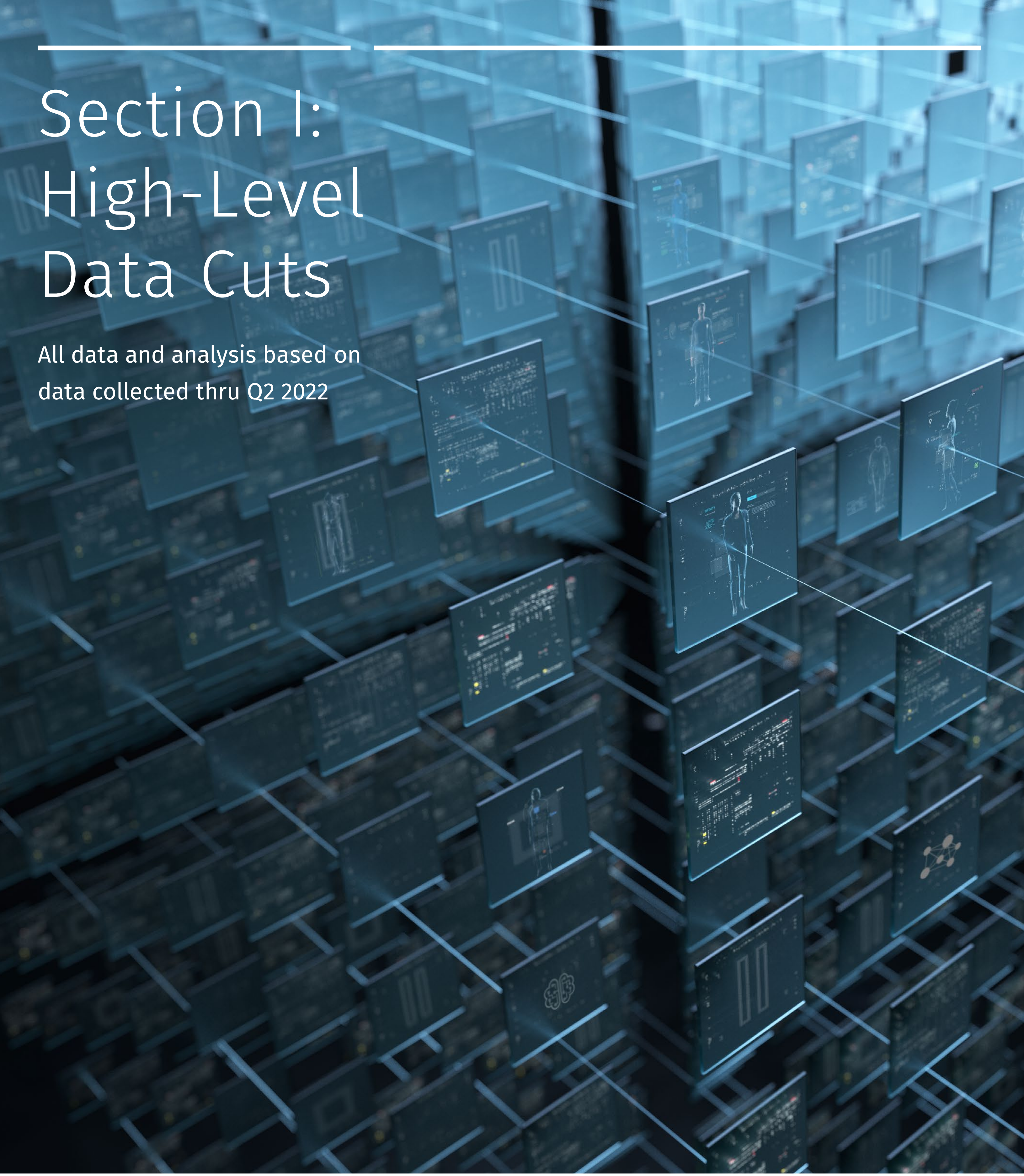
Firm size – The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

1 **David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from:** https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html

2 **Source: 2018 RRR.** Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2022



Section I: High-Level Data Cuts

Cities
By Matter Type

2022 - Real Rates for Associate and Partner — **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	$55	$225	$250	$178	$203	$175
	Non-Litigation	Partner	24	$315	$420	$485	$418	$394	$375
		Associate	25	$55	$126	$255	$155	$125	$259
Kansas City MO	Litigation	Partner	74	$413	$450	$556	$472	$450	$450
		Associate	50	$252	$329	$385	$319	$316	$305
	Non-Litigation	Partner	101	$411	$487	$615	$519	$487	$464
		Associate	73	$250	$320	$385	$322	$312	$285
Las Vegas NV	Non-Litigation	Partner	20	$350	$425	$525	$440	$422	$432
		Associate	11	$238	$267	$368	$301	$297	$282
Little Rock AR	Non-Litigation	Partner	11	$215	$215	$308	$264	$256	$298
Los Angeles CA	Litigation	Partner	322	$516	$725	$1,045	$799	$739	$702
		Associate	408	$400	$615	$855	$642	$606	$564
	Non-Litigation	Partner	521	$596	$868	$1,201	$903	$902	$858
		Associate	667	$441	$603	$845	$653	$712	$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner | **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	$340	$421	$528	$425	$408	$384
Nashville TN	Litigation	Partner	24	$275	$320	$456	$363	$378	$403
	Non-Litigation	Partner	78	$412	$484	$576	$505	$481	$470
		Associate	59	$270	$330	$384	$340	$315	$285
New Orleans LA	Litigation	Partner	47	$290	$332	$412	$343	$330	$340
		Associate	42	$231	$243	$340	$278	$290	$275
	Non-Litigation	Partner	32	$295	$347	$405	$419	$380	$391
		Associate	21	$244	$250	$278	$273	$303	$258
New York NY	Litigation	Partner	614	$475	$675	$1,088	$808	$784	$746
		Associate	631	$323	$460	$729	$545	$527	$509
	Non-Litigation	Partner	1,376	$765	$1,235	$1,638	$1,189	$1,139	$1,090
		Associate	1,809	$550	$776	$1,050	$796	$766	$716
Oklahoma City OK	Non-Litigation	Partner	14	$235	$338	$393	$337	$319	$311
Omaha NE	Litigation	Partner	12	$293	$339	$353	$329	$338	$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner — **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	$270	$360	$488	$386	$341	$446
		Associate	13	$220	$310	$375	$314	$278	$287
Sacramento CA	Non-Litigation	Partner	11	$381	$437	$682	$534	$559	$516
Salt Lake City UT	Litigation	Partner	14	$246	$353	$468	$363	$333	$379
	Non-Litigation	Partner	42	$297	$371	$447	$391	$363	$353
		Associate	22	$220	$240	$270	$248	$247	$228
San Diego CA	Litigation	Associate	23	$151	$225	$300	$255	$258	$264
	Non-Litigation	Partner	89	$332	$540	$1,066	$699	$667	$649
		Associate	71	$250	$325	$424	$373	$378	$351
San Francisco CA	Litigation	Partner	143	$423	$675	$995	$742	$711	$691
		Associate	98	$325	$430	$731	$525	$517	$470
	Non-Litigation	Partner	221	$475	$750	$950	$758	$746	$741
		Associate	151	$338	$486	$702	$545	$563	$507
San Jose CA	Litigation	Partner	33	$654	$921	$1,133	$916	$907	$864

Section I: High-Level Data Cuts

Cities
By Matter Type

2022 - Real Rates for Associate and Partner | **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	$461	$580	$745	$608	$593	$498
	Non-Litigation	Partner	50	$660	$864	$1,303	$969	$985	$887
		Associate	46	$380	$460	$775	$616	$639	$567
Seattle WA	Litigation	Partner	76	$497	$655	$760	$635	$567	$510
		Associate	61	$394	$468	$530	$447	$453	$395
	Non-Litigation	Partner	148	$410	$526	$760	$571	$547	$547
		Associate	113	$310	$395	$502	$422	$401	$377
St. Louis MO	Litigation	Partner	46	$260	$350	$435	$376	$373	$388
		Associate	17	$197	$225	$250	$228	$237	$232
	Non-Litigation	Partner	57	$352	$419	$540	$451	$446	$473
Tampa FL	Litigation	Partner	31	$369	$508	$595	$490	$467	$452
		Associate	15	$269	$298	$368	$316	$302	$306
Trenton NJ	Non-Litigation	Partner	21	$408	$600	$700	$569	$620	$581
		Associate	12	$480	$495	$500	$448	$376	$387

Section I: High-Level Data Cuts

Cities
By Years of Experience

2022 - Real Rates for Associate — **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	$270	$325	$360	$318	$295	$283
	7 or More Years	28	$292	$334	$391	$333	$312	$302
Los Angeles CA	Fewer Than 3 Years	63	$429	$595	$654	$556	$524	$488
	3 to Fewer Than 7 Years	144	$486	$688	$838	$662	$626	$530
	7 or More Years	171	$351	$550	$840	$600	$634	$586
Miami FL	3 to Fewer Than 7 Years	19	$300	$360	$457	$380	$331	$313
	7 or More Years	36	$295	$450	$595	$460	$433	$385
Minneapolis MN	Fewer Than 3 Years	11	$374	$405	$446	$408		$230
	3 to Fewer Than 7 Years	27	$340	$451	$510	$421	$358	$356
	7 or More Years	27	$423	$468	$585	$478	$438	$392
Nashville TN	7 or More Years	12	$219	$245	$345	$282	$266	$262
New Orleans LA	3 to Fewer Than 7 Years	12	$232	$243	$265	$261	$242	$245
	7 or More Years	18	$243	$312	$343	$306	$318	$294
New York NY	Fewer Than 3 Years	142	$443	$622	$775	$629	$600	$652

Section I: High-Level Data Cuts

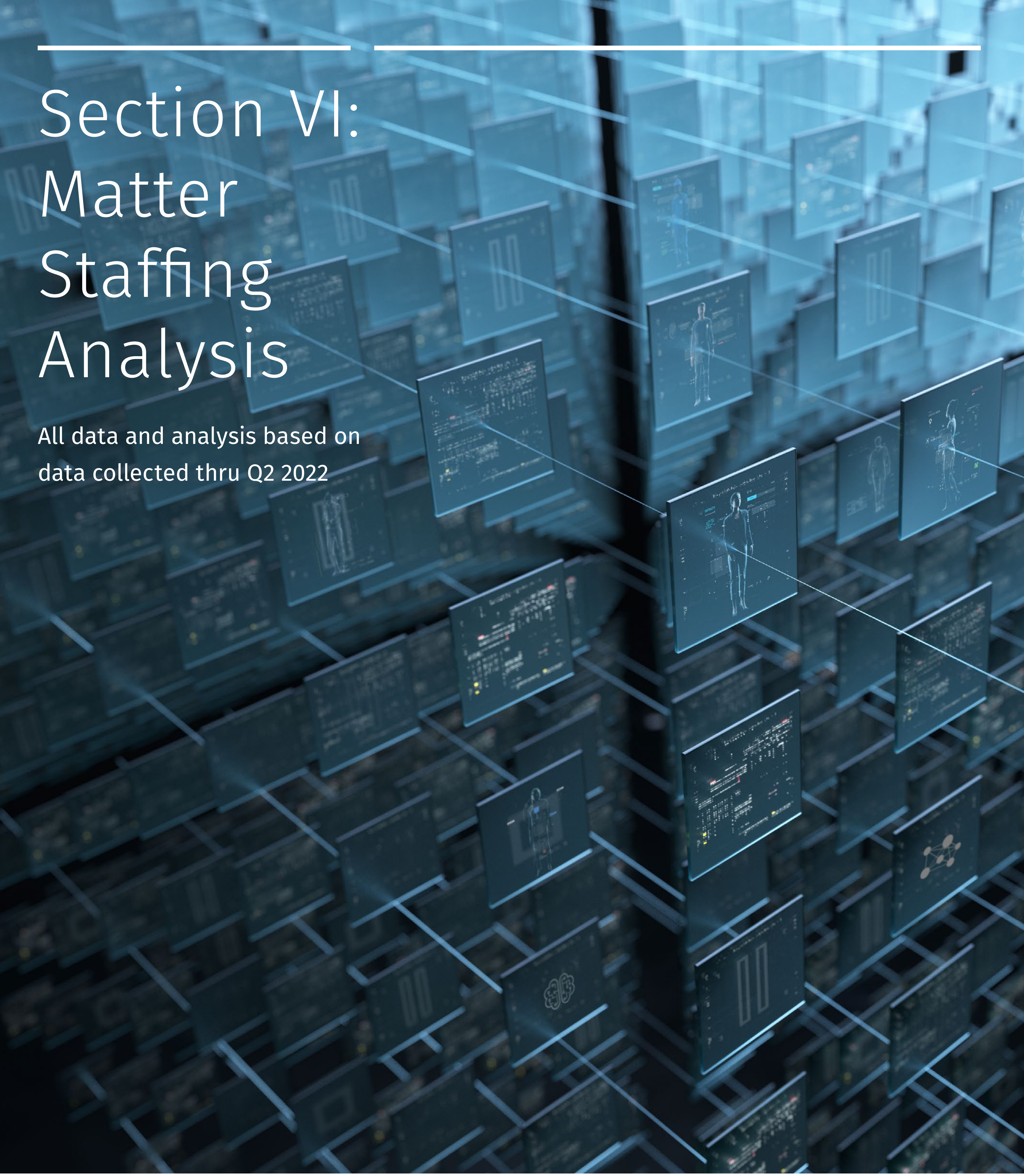
Cities
By Years of Experience

2022 - Real Rates for Partner | **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	$400	$450	$537	$473	$411	$397
	21 or More Years	68	$440	$553	$658	$539	$497	$491
Las Vegas NV	Fewer Than 21 Years	12	$284	$381	$495	$389	$349	$343
	21 or More Years	13	$350	$425	$515	$468	$456	$472
Los Angeles CA	Fewer Than 21 Years	183	$533	$801	$1,075	$804	$797	$682
	21 or More Years	333	$550	$765	$1,133	$863	$842	$808
Memphis TN	Fewer Than 21 Years	14	$288	$331	$380	$345	$317	$328
	21 or More Years	15	$355	$415	$425	$394	$382	$375
Miami FL	Fewer Than 21 Years	57	$370	$450	$598	$490	$498	$443
	21 or More Years	104	$388	$581	$749	$584	$580	$536
Milwaukee WI	21 or More Years	16	$302	$454	$613	$589	$515	$530
Minneapolis MN	Fewer Than 21 Years	36	$470	$530	$607	$532	$486	$499
	21 or More Years	84	$507	$675	$796	$656	$620	$589
Nashville TN	Fewer Than 21 Years	28	$375	$405	$535	$449	$405	$397

Section VI: Matter Staffing Analysis

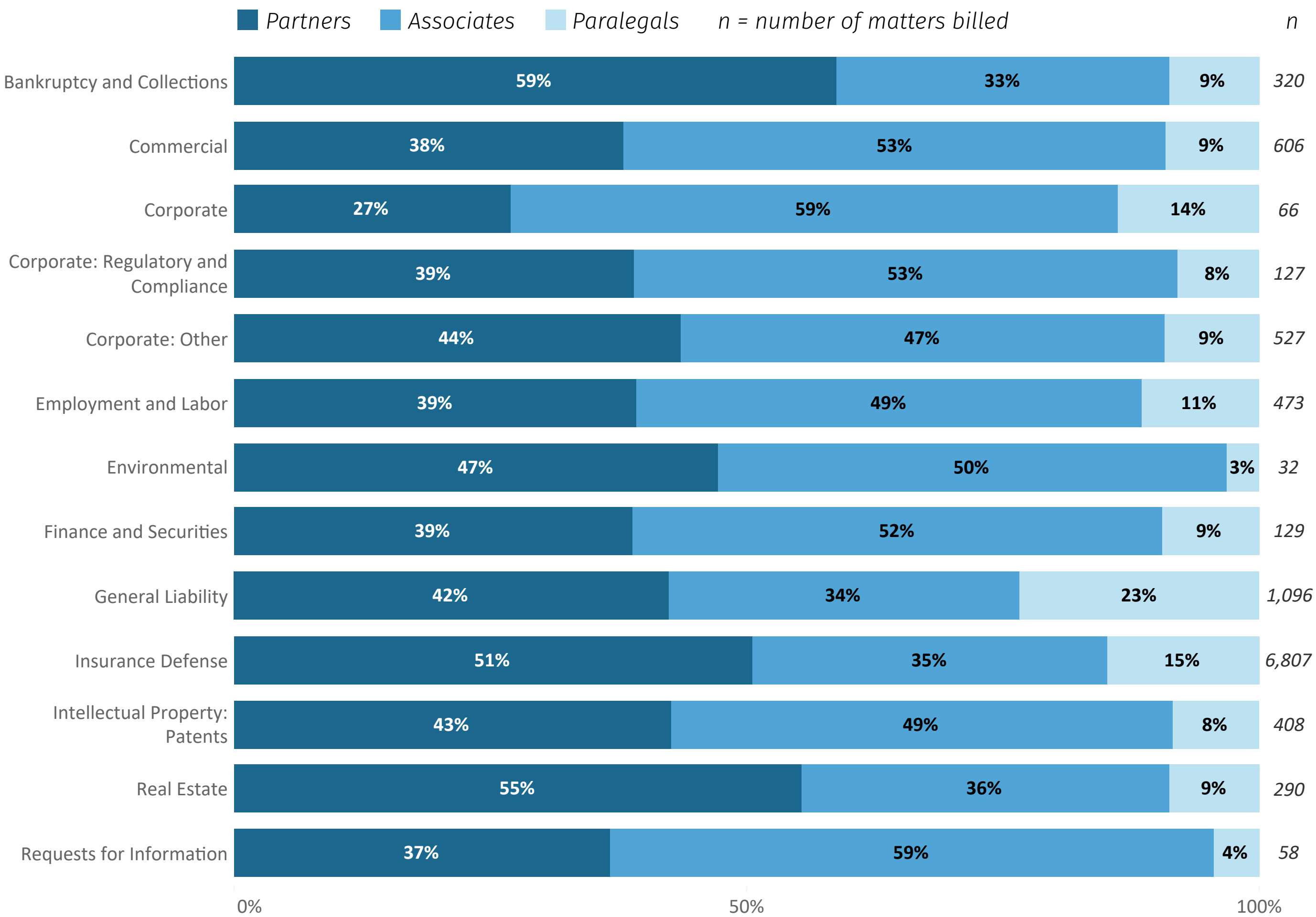
All data and analysis based on data collected thru Q2 2022

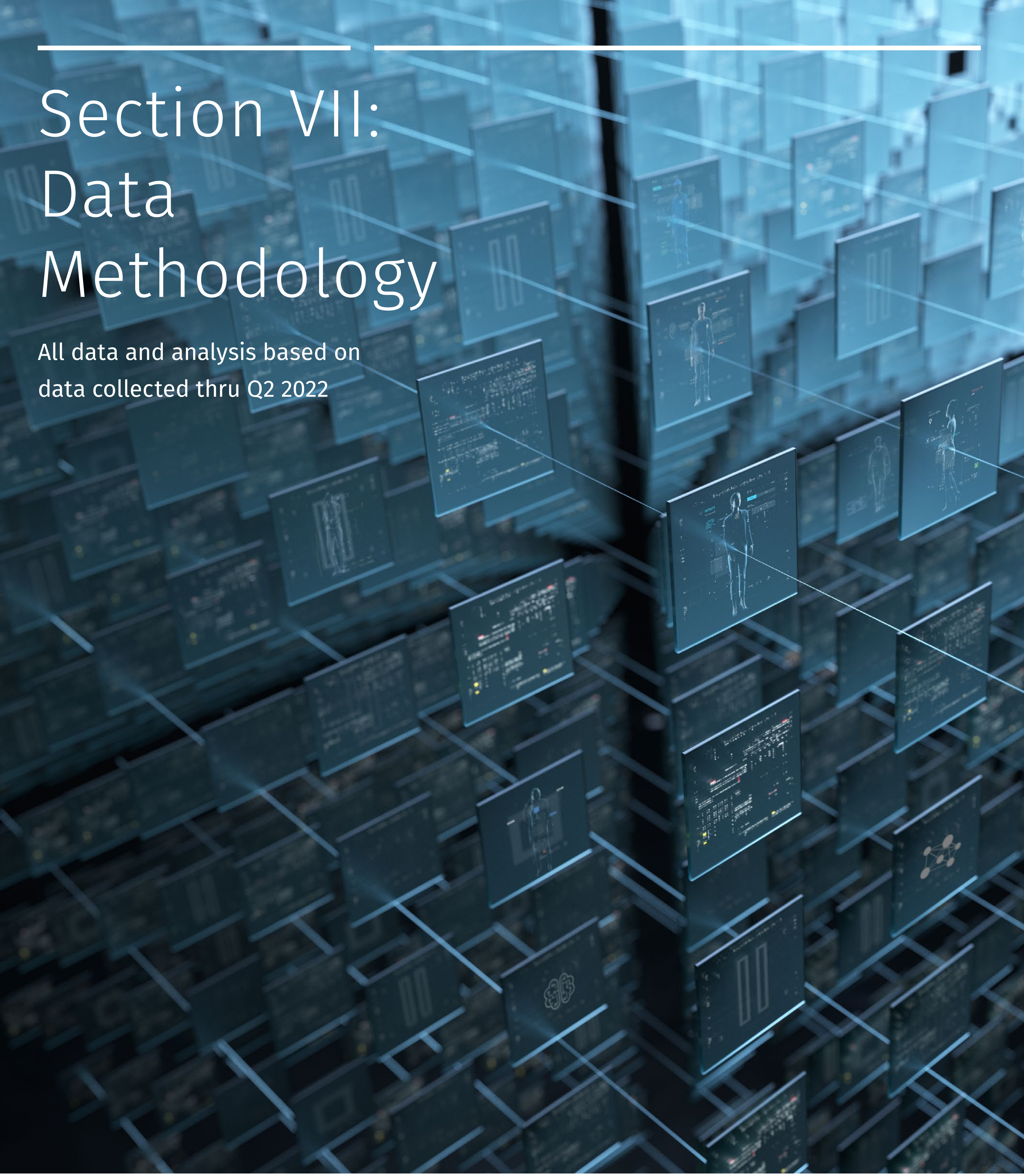


Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter





Section VII: Data Methodology

All data and analysis based on data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections
General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate[1]

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures
Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA
General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other
Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other
Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

1 All references to "Corporate: General/Other" in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Exhibit 5

Business & Practice

Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder'

By Roy Strom

Column
June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than $2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than $1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges $1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at $2,465 an hour. Want to hire famous litigator David Boies? That'll cost $1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the $2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	$2,465
Latham & Watkins	$2,075
Kirkland & Ellis	$1,995
Simpson Thacher & Bartlett	$1,965
Boies Schiller Flexner	$1,950
Sidley Austin	$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over $5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly $2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than $1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast here.

00:00:00

That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

Trustee's Objection

Related Articles

Overworked Big Law Can't Find Enough Lawyers With Demand Surging	Dec. 9, 2021, 3:00 AM
Never Underestimate Big Law's Ability to Raise Billing Rates	Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp

Exhibit 6

CPT Group Class Action Administrators

CASE NAME: KEOPIMPHA v SPACE EXPLORATION TECHNOLOGIES CORP.

Requesting Paralegal:	Dariane Rose	**Date:**	May 8, 2025
Plaintiff or Defense:	Plaintiff	**Prepared By:**	Tim Phillips
Firm Name:	Wilshire Law Firm		50 Corporate Park, Irvine CA 92606
Telephone:	(213) 281-381-9988		Tim@CPTGroup.com
Email:	dariane.rose@wilshirelawfirm.com	**Direct Number:**	(818) 415-2703
		Main Number:	(800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Number of Aggrieved Employees:	6,057	**Check Reminder Postcard:**	No
Language Translation Services:	Yes	**Unclaimed Funds:**	SCO
Settlement Website:	No	**Postage Total:**	$4,160.08
Payment Option:	Check	**Grand Total:**	$35,810.86
Undeliverable Check Rate:	6%	**CPT'S DISCOUNTED FEE:**	**$25,000.00**

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the distribution proceeds. Each aggrieved employee will receive a unique mailing ID that will be utilized for all administrative purposes. CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. Notice to be translated into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	$95.00	7	$665.00
Project Manager: Format Documents	$95.00	1	$95.00
Programming: Data Base Setup	$150.00	7	$1,050.00
National Change of Address Search (NCOA)	$350.00	1	$350.00
XML Lex ID Skip Trace	$0.50	606	$303.00
Spanish Translation	$250.00	1	$250.00
		Sub Total:	**$2,713.00**

AGGRIEVED EMPLOYEE SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	$150.00	2	$300.00
Live Call Center Support Reps.	$2.50	1,212	$3,030.00
		Sub Total:	**$3,330.00**

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	$150.00	1	$150.00
Department Manager: Analysis & Reporting	$95.00	3	$285.00
IRS SSN Verification	$0.10	6,057	$605.70
		Sub Total:	**$1,040.70**

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon approval, CPT will perform the required payment calculations, and once approved by the parties, CPT will print a one-page notice and issue a (MICR) check to all eligible employees. CPT will also issue an IRS Form 1099 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	$150.00	3	$450.00
Project Supervisor: Review of Distribution	$150.00	15	$2,250.00
Project Manager: Correspondence w/Parties	$95.00	8	$760.00
Programming: Setup & Printing of Checks	$150.00	6	$900.00
Obtain EIN, Setup QSF/Bank Account	$150.00	3	$450.00
Print & Mail Notice, Checks & 1099	$2.00	6,057	$12,114.00
First-Class Postage (up to 1 oz.)*	$0.62	6,057	$3,755.34
Project Supervisor: Account Reconciliation	$150.00	6	$900.00
Update Undeliverable Checks Database	$0.50	363	$181.71
Clerical Staff	$60.00	1	$60.00
Skip Trace for Best Address	$0.75	363	$272.57
Remail Undeliverable Checks	$3.00	331	$993.00
First-Class Postage (up to 1 oz.)	$0.69	331	$228.39
Re-Issue Checks as Required	$5.00	243	$1,215.00
First-Class Postage (up to 1 oz.)	$0.69	243	$167.67
		Sub Total:	**$24,697.68**

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	$150.00	1	$150.00
Programming: Weekly & Final Reports	$150.00	2	$300.00
Project Supervisor: Final Declaration	$150.00	2	$300.00
Project Manager: Account Files Sent to Atty	$95.00	2	$190.00
CA Tax Preparation*	$600.00	1	$600.00
Annual Tax Reporting to IRS*	$1,000.00	1	$1,000.00
QSF Annual Tax Reporting	$500.00	1	$500.00
		Sub Total:	**$3,040.00**

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	$0.15	1,272	$190.80
Project Manager: Reporting & Remittance	$95.00	2	$190.00
Project Supervisor: Review of Report	$150.00	1	$150.00
Certified Mail Report to SCO	$8.68	1	$8.68
Add'l Account Recons	$150.00	3	$450.00
		Sub Total:	**$989.48**

Total Administration Costs:	**$35,810.86**
Courtesy Discount:	***-$10,810.86***
CPT'S DISCOUNTED FLAT FEE:	**$25,000.00**

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. ("**CPT**") to Client. Each of Client and CPT is a "**Party**" to this Agreement, and collectively, the "**Parties**".

1. Definitions.

   a) "**Affiliate**" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.

   b) "**Agreement**" means these Terms and Conditions and the Bid.

   c) "**Applicable Laws**" means all applicable local, state and federal laws, ordinances, rules and regulations.

   d) "**Approved Bank**" means any financial institution that is insured by the Federal Deposit Insurance Corporation.

   e) "**Bid**" means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.

   f) "**Case**" means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.

   g) "**Class**" means Members and putative Members collectively.

   h) "**Client**" means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.

   i) "**Confidential Information**" means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.

   j) "**Court Order**" means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.

   k) "**Defendant**" means the named Party and/or Parties in the Case against whom action is brought.

   l) "**Defense Counsel**" means the attorney(s) of record for the Defendant(s) in the Case.

   m) "**Intellectual Property Right**" means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.

   n) "**Member**" means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.

   o) "**Member Content**" means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.

   p) "**Member Data**" means proprietary or personal data regarding Members under this Agreement.

   q) "**Parties To The Case**" shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.

   r) "**Plaintiff**" means the named party and/or parties in the Case who are bringing the action.

   s) "**Plaintiff Counsel**" means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.

   t) "**Products**" means any and all CPT Services and work product resulting from Services.

   u) "**Qualified Settlement Fund**" or "**QSF**" means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.

   v) "**Service**" means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.

   w) "**Settlement Agreement**" means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.

   x) "**Settlement Amount**" means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.

   y) "**Software**" means any and all of CPT's software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.

   z) "**Transmission Methods**" means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.

   aa) "**Term**" means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.

   bb) "**Wire Information**" means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disenabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.

4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.

   a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party's systems (items (i) and/or (ii) a "**Security Incident**"), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.

   b) b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

6. Qualified Settlement Fund Account. When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.

7. Fees and Payment. Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. . In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero ($0.00), and thereafter close such account.

8. Term and Termination.

a) Term. The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.

b) Termination for Cause. Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.

c) Bankruptcy Events. A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

d) Effect of Termination. Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.

e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

9. Confidentiality. Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

a) Compelled Disclosure. If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.

b) Remedies. If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

10. Intellectual Property. CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.

11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

12. Warranties. Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE

13. Liability.

a) Liability Cap. EXCEPT FOR A PARTY'S GROSSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

b) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and

certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.

d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.

e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.

f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.

g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.

h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.

j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.

l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.

m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.

n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.

o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.

p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, , these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.

q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.