

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 Litigation 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 returned 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:

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- 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

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Dated: _____

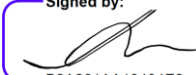
Charles Keopimpha
Plaintiff

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
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Charles Keopimpha
Plaintiff

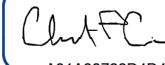
Dated: _____

Nhat Nguyen
Plaintiff

Dated: _____

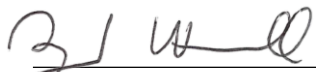
Juan Padilla
Plaintiff

Dated: 07/20/25 _____

DocuSigned by:

A31A33722D4D4A1...
Christopher Cardaci
Defendant SpaceX

Dated: 07/18/2025

CROSNER LEGAL, PC



Brandon Brouillette, Esq.

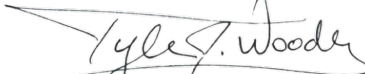
Raymond Wendell, Esq.

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.