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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 JUAN PADILLA, CHARLES KEOPIMPHA,  
12 and NHAT NGUYEN, individually and on  
13 behalf of the State of California, and others  
similarly situated and aggrieved,

14 *Plaintiffs,*

15 v.

16 SPACE EXPLORATION TECHNOLOGIES,  
CORP., DBA SPACEX, a corporation; and  
17 DOES 1 through 10, inclusive,

18 *Defendants.*

Case No.: 23STCV17559

**PAGA REPRESENTATIVE ACTION**

[Assigned for all purposes to: Hon. Timothy  
Patrick Dillon, Dept. 15]

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S 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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6 *Attorneys for Plaintiffs Charles Keopimpha and Nhat Nguyen*

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on December 1, 2025 at 2:00 p.m. in Department 15 of  
3 the above-entitled Court, the Honorable Timothy Patrick Dillon presiding. Based on the  
4 pleadings on record, all papers submitted in connection with Plaintiffs' Notice of Motion and  
5 Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiffs'  
6 Motion is GRANTED.

7 The Court approves the PAGA Settlement Agreement ("Settlement") entered into by  
8 Plaintiffs Charles Keopimpha, Nhat Nguyen, and Juan Padilla (collectively, "Plaintiffs") and  
9 Defendant Space Exploration Technologies, Corp. ("SpaceX" or "Defendant", and together with  
10 Plaintiffs, the "Parties"), and hereby ORDERS as follows:

11 1. Defendant shall pay the Gross Settlement Amount of \$3,970,000.00 according to  
12 the terms of the Settlement.

13 2. The Net Settlement Amount means the Gross Settlement Amount minus the  
14 following: (a) \$1,323,333.33 allocated to Attorneys' Fees; (b) \$40,000.00 allocated to litigation  
15 costs; and (c) \$40,000.00 allocated to Settlement Administrator Costs;

16 (a) The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm, PLC  
17 and Crosner Legal, PC of Attorneys' Fees in the amount of One Million  
18 Three Hundred Twenty-Three Thousand Three Hundred Thirty-Three  
19 Dollars and Thirty-Three Cents (\$1,323,333.33), to be paid from the Gross  
20 Settlement Amount.

21 (b) The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm, PLC  
22 and Crosner Legal, PC of litigation costs in the amount of Thirty Thousand  
23 and Seven Hundred and Ninety-Seven Dollars and Sixty-One Cents  
24 (\$30,797.61), to be paid from the Gross Settlement Amount.

25 (c) The Court approves payment to the Settlement Administrator, CPT Group,  
26 Inc., for its reasonable costs and fees to administer the Settlement, not to  
27 exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), to be paid from  
28 the Gross Settlement Amount.

1           3.       Of the Net Settlement Amount, 75% is allocated to the California Labor and  
2 Workforce Development Agency (“LWDA”); and 25% is allocated to the Individual PAGA  
3 Payments.

4           4.       The “PAGA Period” is defined as the period from August 28, 2022 through the  
5 Effective Date.

6           5.       “Aggrieved Employees” are defined as all current and former non-exempt  
7 employees of SpaceX in California at any time from August 28, 2022 through the Effective Date.

8           6.       “Effective Date” means the date when the Court enters a Judgment on its Order  
9 Approving the PAGA Settlement.

10          7.       The Court directs Defendant to fully fund the Gross Settlement Amount by  
11 transmitting the funds to the Settlement Administrator within 30 days of the Effective Date.

12          8.       The amount of each Aggrieved Employee’s Individual PAGA Payment will be  
13 calculated as follows: (a) the Settlement Administrator will divide the amount of the Aggrieved  
14 Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods  
15 worked by all Aggrieved Employees during the PAGA Period; and (b) the Settlement  
16 Administrator will multiply the result in Part A by each Aggrieved Employee’s PAGA Period Pay  
17 Periods.

18          9.       The Court directs the Parties and the Settlement Administrator to carry out the terms  
19 of the Settlement.

20          10.       Pursuant to the Settlement, the Court dismisses the class claims without prejudice  
21 pursuant to California Rules of Court, Rule 3.770. As the Court has not ruled on class certification  
22 and no notice has been sent to putative class members, dismissal of the class claims without  
23 prejudice is appropriate.

24          11.       Under California Code of Civil Procedure section 664.6, the Court retains  
25 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement’s  
26 terms.

27          12.       Plaintiffs’ counsel shall submit a copy of this Order to the LWDA within seven (7)  
28 days of the entry of the Order.

1           13.     The above-referenced action and all claims asserted by Plaintiff individually and in  
2 a representative capacity are hereby dismissed with prejudice.

3           14.     Plaintiffs shall give notice.  
4

5     DATE:

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6           Honorable Timothy Patrick Dillon  
7           Los Angeles County Superior Court  
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