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Attorneys for Plaintiff MICHAEL INGRAM, on behalf of himself and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MICHAEL INGRAM, an individual; on behalf of himself and other aggrieved employees, Plaintiffs, vs. MP MINE OPERATIONS, LLC, a Nevada corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. CIVSB2405115 [Assigned For All Purposes To: Hon. David E. Driscoll, Dept. S22] **DECLARATION OF AARON A. BARTZ IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** Date: May 1, 2025 Time: 8:30 a.m. Dept.: S22

DECLARATION OF AARON A. BARTZ

I, Aaron A. Bartz, declare and state as follows:

1. I am an attorney at law, duly licensed to practice before all of the Courts of the State of California, and I am the owner of Bartz Law Group, APC, lead counsel for Plaintiff Michael Ingram ("Plaintiff").

2. I have personal knowledge of the following facts, and if called upon to do so, I could and would competently testify as to their truth and veracity under oath.

Summary of the Settlement

3. The proposed PAGA Settlement Agreement ("Agreement") calls for Defendant MP Mine Operations, LLC ("Defendant") to pay into a common fund the total amount of $570,000, within 10 days after the Effective Date. (Attached as **Exhibit 1** is a true and correct copy of the fully executed PAGA Settlement Agreement.)

4. Prior to distributing the settlement funds to the aggrieved employees, the Settlement Administrator shall review the addresses provided using the National Change of Address database. Should any of the settlement checks be returned undeliverable, the Settlement Administrator will use the best available technology (via a skip trace or other reasonable method) to locate Settlement Members and to re-mail the settlement checks to any alternative or updated address obtained by the Settlement Administrator.

5. The PAGA Fund shall be calculated by deducting the Plaintiff's Counsel Fees and Litigation Expenses Payment, Administrator Expenses Payment, and payment to Plaintiff, from the Gross Settlement Amount.

6. A breakdown of the Gross Settlement Amount of **$570,000** is provided below:

a. Individual Settlement Payments to Settlement Members: $91,000;

b. PAGA Payment to the LWDA: $273,000;

c. Plaintiff's Counsel Fees Payment: $190,000;

d. Plaintiff's Counsel Expenses Payment: $3,500;

e. Settlement Administration Costs: $7,500;

f. Enhancement Fee to Plaintiff: $5,000.

7. The Agreement covers the following “Settlement Members”: All persons employed by Defendant as non-exempt employees in California during the PAGA Period. Based upon Defendant’s records, there are 586 aggrieved employees between November 22, 2022 and January 31, 2025.

8. As part of the settlement, the aggrieved employees release only penalties recoverable under PAGA, and do not release any of their underlying wage claims. Along with a check for penalties, the Settlement Administrator will send each Aggrieved Employee a Notice describing the nature of the asserted claims, the released claims, and the fact that the Settlement does not preclude the Aggrieved Emloyee from pursuing an individual claim for wages against the Defendant.

Background of Case

9. This case arises out of alleged wage and hour violations committed by Defendant against their non-exempt employees in California. Prior to pursuing this case, I spoke at length with Plaintiff regarding the wage violations and potential claims that could be brought against Defendant. I also reviewed payroll and other personnel records of Plaintiff. On November 22, 2023, Plaintiff filed and served his PAGA letter on the Labor and Workforce Development Agency (LWDA) and Defendant. Thereafter, Plaintiff served an amended PAGA letter on February 2, 2024. True and correct copies of Plaintiff’s PAGA letter and amended PAGA letter are collectively attached as **Exhibit 2**. Plaintiff filed a Complaint on February 8, 2024, on behalf of himself and other aggrieved employees for Civil Penalties under PAGA based on Defendant’s wage and hour violations, including failure to pay all wages, meal period and rest break violations, and other wage violations. Attached as **Exhibit 3** is a true and correct copy of Plaintiff’s PAGA Complaint filed in this action.

10. After serving his Complaint, Plaintiff prepared an initial set of discovery, but Defendant represented that it would be filing a Motion to Compel Arbitration, so Plaintiff waited to serve that discovery until Defendant’s Motion was heard. Defendant thereafter filed a Motion

to Compel Arbitration based upon the holding in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022) ("*Viking River*"). The parties thereafter fully briefed the Motion to Compel Arbitration, and then continued the hearing to allow the parties to discuss a possible informal resolution of the case. In order to evaluate the PAGA claims asserted, Defendant produced a sampling of data, including payroll records, timekeeping records, employment policies and employment handbooks bearing on the claims alleged.

11. The parties thereafter engaged in lengthy settlement negotiations over a period of many months, which involved considerable disagreements as to the claims and defenses alleged by each side. Ultimately, the parties were able to conclude a settlement of the PAGA claims. Prior to settling this case, Plaintiff retained wage and hour expert James Toney to prepare a damages analysis, which allowed Plaintiff to provide a fair valuation for the claims asserted. Plaintiff did not settle this case until he had conducted sufficient investigation into the claims, and thoroughly reviewed Defendant's employment policies and pay records. At all times, the negotiations were non-collusive, and involved considerable disputes over payment terms. I believe that this is a very good settlement of the PAGA claims, which will not affect any aggrieved employee's right to pursue underlying Labor Code violations against Defendants if he or she chooses to do so.

Plaintiffs' Counsel Is Very Experienced In Representative And Class Actions

12. I am experienced class action and representative action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058

b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701

c. *Casserly v. Randstad US,L.P.,et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)

d. *Crilly v. Micro Electronics, Inc*.
Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC

e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC

f. *Holsted et al. v. R.J. Noble Company et. al.*
Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC

g. *Piggue v. Chief Protective Services, Inc.*
Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC

h. *Walsh v. Pacific Bell Telephone Company*
Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC

i. *Woods v. JFK Memorial Hospital*
Riverside County Superior Court, No.: INC 1205209

j. *Ramirez et. al v. Titan Insurance of New Mexico*
Riverside County Superior Court, No.: RIC1211890

k. *DeSantos v. Jaco Oil Company*, et al.
U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT

l. *Duran v. Big 5 Corp.*
Los Angeles Superior Court, Case No. BC557154

m. *Sheahan v. Celtic Leasing Corporation, Inc.*
Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC

n. *Panusis v. Control4 Corporation*
United States District Court, Central District of California
Case No. SACV-16-1179-DOC

o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
United States District Court, Western District of Washington
Case No. C12-2184 TSZ

p. *Matthews v. Whelan Security of California, Inc.*

Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC

q. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*
Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC

r. *Wang v. Fountain Valley Regional Hospital and Medical Center*
Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC

s. *Skerl v. Sutter Bay Hospitals*
San Mateo Superior Court, No. 21-CV-02057

13. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming a lawyer in 1998, my practice has focused on complex litigation matters, and for the last 15 years, complex employment law and wage and hour matters.

14. I am a member of the California State Bar, the Orange County Bar Association, Los Angeles County Bar Association, and the California Employment Lawyers Association. I have an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 27-year career, I have handled many successful employment law matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in hundreds of different employment cases, the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries in dozens of class action lawsuits and other lawsuits involving complex legal and factual issues. In 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which settled for $16,800,000. Recently, in the *Skerl v. Sutter Bay Hospitals* case above, the parties settled for $12,000,000. I have also been involved in many other million and multi-million dollar verdicts and settlements over the years.

15. In addition to myself, Rex J. Phillips, an attorney with over 19 years of experience, also assisted me with the prosecution of this case. Mr. Phillips graduated with Honors from Glendale University College of Law, achieved a B.A. in English from California State Polytechnic University, Pomona, and has many years of experience prosecuting

employment actions, including wage and hour class and representative actions.

16. Also assisting Mr. Phillips and I in this case was our paralegal Nestor Mejia. Mr. Mejia has an AA from West Los Angeles College in Business Administration, and has many years of experience working on employment and wage and hour matters, including PAGA and complex class actions, for my firm and others within California.

Evaluation of the PAGA Claims

17. In this case, Plaintiff seeks PAGA penalties only. Plaintiff alleges that Defendant failed to do the following: (1) pay all wages, overtime, regular rate of pay, and compensation owed; (2) provide duty-free meal periods; (3) authorize and permit duty-free rest periods; (4) pay all wages due upon termination; (5) properly maintain and submit accurate itemized wage statements; and (6) to pay for all reimbursable expenses.

a. Unpaid wages

California Labor Code § 510(a) and the applicable Wage Orders regulating payment of wages in the State of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

Plaintiff contends that Defendant violated wage laws based on the theory that Plaintiff and other aggrieved employees worked off-the-clock, including prior to and after their shifts. Plaintiff makes several allegations. First, Plaintiff asserts that he was not compensated at the regular rate of pay for overtime when he was paid bonuses and paid stock grants and other incentive compensation, as such compensation was non-discretionary. Second, Plaintiff alleges that Defendant required Plaintiff and others to show up early to their shifts and stay after their shifts to leave the premises and go through security checkpoints, without payment. *See Huerta v. CSI Electrical Contractors*, 15 Cal.5th 908 (2024). Plaintiff further alleges that regardless of whether such time spent off-the-clock only adds up to a few minutes per day, California does not recognize the *de minimis* doctrine, and such time must be compensated. *See Troester v. Starbucks Corp.*, 5 Cal.5th 829 (2018).

Defendant contends that it has numerous defenses to Plaintiff's unpaid wage claims, including that it paid for all hours worked, had policies prohibiting working off-the-clock, and that any bonuses or other incentive compensation paid was discretionary, and therefore was not required to be included in the regular rate of pay.

Pursuant to Labor Code § 558, penalties for regular rate violations are $50 per pay period. Thus, the maximum potential PAGA penalties for the unpaid wage claim is $1,412,500, which is calculated as follows: $50 [penalty per pay period] x 28,250 [number of pay periods] = $1,412,500.[1] Plaintiff believes this was his strongest claim, and that he had a 50% chance of success on the unpaid wage theory. Nevertheless, Labor Code section 2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties: "[A] court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Case law supports a trial court's discretion in downgrading penalties based on these factors. *See Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012) (no abuse of discretion by reducing penalty by 30 percent). Thus, Plaintiff believes that the real value of the unpaid wage penalties is approximately **$494,375**. ($1,412,500 x .5 [chances of success] x .7 [court discretion] = $494,375).

b. <u>Meal period violations</u>

Plaintiff contends that Defendant failed to provide Plaintiff and other aggrieved

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[1] Plaintiff calculates only the first penalty amount, because the subsequent penalty amounts do not apply because there is no evidence that Defendant has been the subject of any prior violations of the Labor Code by the Labor Commissioner. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1208-1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision. . ., the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties").

employees thirty-minute duty-free meal periods for every five hours of work as is required by Labor Code § 512, the applicable wage orders, and in violation of *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). In *Brinker*, the California Supreme Court held that "under ... Labor Code § 512, subdivision (a), an employer must relieve the employee of all duty for the designated period." *Id*. at 1034.

Plaintiff alleges that meal periods were short, late and missed because of the work demands on Plaintiff and other aggrieved employees, whereby Plaintiff alleges that he and other aggrieved employees were unable to take their meal periods timely, they were uninterrupted with work inquires, and Plaintiff and other aggrieved employees were required to stay on the premises during their meal periods. After extensively analyzing the meal period violations, Plaintiff found that for the most part, Defendant was in substantial compliance with California's meal period laws in terms of timing, pursuant to *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). As such, Plaintiff does not value that part of the meal period claim highly.

Defendant contends that it permits all aggrieved employees more than 30-minute meal periods, and whenever meal periods were late, short or missed, Defendant paid meal period premiums. Defendant further argues that individual issues will predominate because of the various scenarios affecting different classes of employees working for Defendant. As such, Defendant claims that PAGA claims must meet a manageability requirement. *See Wesson v. Staples The Office Superstore, LLC*, 68 Cal.App.5th 746 (2021) (holding that courts have inherent authority to ensure the manageability of PAGA claims).

The maximum potential PAGA penalties recoverable for meal period violation are $2,207,500 as calculated by Plaintiff's expert, who analyzed the meal period time data, and found that 6.7% of shifts had either a late, missed, or short meal period under *Donohue*. Based on the various issues raised above regarding proving meal period violations, Plaintiff believes that he has a 10% chance of proving all of those penalties. Thus, Plaintiff believes that the real value of the meal period penalties is **$154,525**. ($2,207,500 x .1 [chances of success] x .7 [court discretion] = $154,525).

c. **Rest period claims**

Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

Under *Brinker, supra,* the California Supreme Court found that employers have a "duty to make a good faith effort to authorize and permit rest breaks in the middle of each work period. . .." *Brinker, supra*, 53 Cal.4th at 1031. Plaintiff alleges that rest periods were not authorized or permitted because Plaintiff and other aggrieved employees were unable to take duty-free rest periods because they were unable to use the rest time to do as they pleased, and in any event, when they took their rest periods, they were always interrupted.

Defendant contends that it complied with California's rest period requirements, and produced a rest period policy that facially complies with California law.

Plaintiff calculates total penalties on the rest period claim of $2,825,000. Given that PAGA allows penalties of $100 per pay period, the amount is calculated as follows: 28,250 [total number of pay periods] x $100 [pay period penalty amount] = $2,825,000. Given Defendant's facially valid rest period policy, and potential individual issues relating to proving rest break violations, Plaintiff believes he had a 10% chance of recovering all of the above penalties on the rest period claim, in the absence of other mitigating factors. Given that a court has discretion regarding the amount of penalties to be assessed, Plaintiff therefore believes the real exposure of PAGA penalties on the rest period claim is approximately **$197,750**. ($2,825,000 x .1 [chances of success] x .7 [court discretion] = $197,750.)

d. <u>Failure to pay all wages on termination</u>

Plaintiff further alleges that pursuant to Labor Code §203, aggrieved employees terminated from Defendant's employment are entitled to a penalty pursuant to Labor Code §256, because Defendant did not pay them all wages due upon separation. Such a claim is derivative, and for the same reasons as stated above, Defendant contends no wages are due, and thus no penalties owed under PAGA. Defendant further argues that its failure to pay wages upon separation was not "willful," in that the law is uncertain as to claims asserted in this case or whether the failure to pay is due to a good faith dispute. *See Barnhill v. Robert Saunders & Co.*, 125 Cal.App.3d 1, 8 (1981) (employer's failure to pay is not willful if its failure is due to uncertainty in the law); *Road Sprinkler Fitters Local Union No. 669 v. G & G Fire Sprinklers, Inc.*, 102 Cal.App.4th 765, 782 (2002) (willfulness not met if defendant's failure to pay a result of a "good faith mistaken belief that wages are not owed"). Defendant further argues that Labor Code § 256 only applies to seasonal laborers and therefore is inapposite to the aggrieved employees in this case. *See Culley v. Lincare, Inc.*, 236 F.Supp.3d 1184 (E.D. Cal. 2017).

Plaintiff calculates PAGA penalties on this claim of $754,838. This was calculated by multiplying 240 [penalty hours per employee] by $25.78 [average rate of pay per employee] by 122 [terminated employees]. Based on the heightened willfulness standard, Plaintiff estimates that the real exposure of this claim is 10% of those total penalties. Moreover, Plaintiff applies the same discounts as set forth above in the above analysis as to the court's discretion to reduce penalties. As such, Plaintiff believes the real exposure on this claim to be **$52,839**. ($754,838 x .1 [chances of success] .70 [court discretion] = $52,839).

e. <u>Improper pay stubs</u>

Plaintiff further alleges that Defendant failed to provide proper pay statements that complied with Labor Code § 226.

Plaintiff alleges similar theories of liability as above with respect to the paystub claim, i.e. that the wage statements are defective because they do not reflect all wages owed, and fail to show premium payments for missed meal and rest periods. *See Naranjo v. Spectrum Security Servs., Inc.*, 13 Cal.5th 93 (2022). Plaintiff further alleges that to obtain PAGA penalties for pay stub violations, a plaintiff need not satisfy the "injury" or "knowing and intentional" requirements of Labor Code section 226(e)(1). *See Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667 (2018).

On the other hand, Defendant argues derivative violations of Labor Code § 226 do not give rise to pay stub violations upon which PAGA penalties arise. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308 (2018); *see also Culley v. Lincare Inc.*, 236 F.Supp.3d 1184, 1195-1196 (E.D. Cal. 2017). Defendant further argues that any such violations were inadvertent, and therefore not actionable. *See Heritage Residential Care, Inc. v. Division of Labor Standards Enforcement*, 192 Cal.App.4th 75 (2011).

Plaintiff calculates pay stub penalties to be approximately $2,825,000. Given that PAGA allows penalties of $100 per pay period, the amount is calculated as follows: 28,250 [number of total pay periods] x $100 [pay period penalty amount] = $2,825,000. Based on the fact that this is a derivative claim, Plaintiff believes he had a 10% chance of recovering all of the potentially recoverable civil penalties. Moreover, Plaintiff applies the same discounts as set forth above in the analysis as to the court's discretion to reduce penalties. As such, Plaintiff believes the real exposure on this claim to be **$197,750**. ($2,825,000 x .1 [chances of success] x .7 [court discretion] = $197,750).

f. <u>Reimbursement of expenses</u>

Labor Code § 2802 provides, in pertinent part: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. . .."

Plaintiff contends that Defendant required he and other aggrieved employees to use their personal cell phones to respond to work calls and respond to text messages during their employment. Defendant contends that Plaintiff and the other aggrieved employees were prohibited from working off the clock, and therefore any use of personal cell phones for work purposes during work or non-work hours was voluntary and not reimbursable.

Upon further investigation and discussions with witnesses, Plaintiff was unable to substantiate this claim to prove PAGA penalties across all pay periods. At most, therefore, because of proof problems with this claim, Plaintiff values the total reimbursement claim at $100 per employee, or $58,600. But given the tenuous nature of this claim, Plaintiff estimates the real value is 10% of that amount, or **$5,860**.

g. Total exposure to PAGA penalties

Based upon the alleged Labor Code violations, Plaintiff's believe the total actual PAGA exposure is approximately **$1,103,099**. Based on a settlement value of $570,000, this amounts to approximately 52% of the total reasonable exposure to PAGA penalties. Plaintiff believes this to be a very good result, given that Defendant has valid defenses to Plaintiff's claims, and there is a substantial question as to whether a trial court will even award cumulative penalties sought by Plaintiff for alleged multiple Labor Code violations because there is no established precedent for such an award.[2]

Plaintiff's Enhancement Award and Wage Release Award

18. Because this is a PAGA action, typically the only claims that are released are those for the penalties that would otherwise be recoverable by the LWDA. Plaintiff, however, as the named plaintiff in this action, will also be releasing his wage claims as a part of the settlement. To release his wage claims, and as an enhancement award for acting as the named representative in this case, Plaintiff seeks a recovery of $5,000. I believe this amount is fair and reasonable given the violations incurred in this case, and to compensate Plaintiff for working with counsel to achieve the result for the State of California and the aggrieved employees in this

[2] While there are cases allowing for the "stacking" of penalties when it comes to evaluating the "amount in controversy" where a case has been removed to federal court (*see Schiller v. David's Bridal, Inc.*, 2010 WL 2793650 (E.D. Cal. July 14, 2010), it appears to be an open question whether such "stacked" penalties may be awarded when they potentially overlap and "double count" remedies for similar violations.

case. Without Plaintiff's assistance and dedication to this case, this settlement would not have been possible.

Attorneys' Fees and Costs

19. To date, my firm Bartz Law Group, APC has spent approximately 103 hours on this action and has incurred approximately $89,595 in fees. In addition to these fees, I also anticipate spending at least another 15 hours preparing for and attending the approval hearing, conferring with the settlement administrator, and assisting in administering the settlement. The fees incurred were reasonable and necessary in order to prosecute this case. My co-counsel United Employees Law Group, P.C. also incurred attorneys' fees in the amount of $9,207. For most of this case, my billing rate was $850 per hour, and recently was increased to $925 per hour. Mr. Phillips' rate of $650 per hour, and our co-counsel's billing rate of $725 an hour are in line with other firms' billing rates for similar work, and generally, lower based on our collective experience and results achieved in other cases. Based on my understanding and experience in litigating wage and hour cases over many years, I also understand that our billable rates are typically lower than the market rates for defense counsel, and further do not reflect the risk with this being a contingency case. In connection with this PAGA settlement, Plaintiffs' counsel requests attorneys' fees of $190,000, or one-third of the gross settlement amount.

20. The attorneys' fees requested here represent a multiplier of approximately 1.68 over the lodestar amount, which includes the additional hours I expect to spend in this case. Such a multiplier is well below that given in other wage and hour litigation decided in California, and I believe such a multiplier is fully justified. *See Uschold v. NSMG Shared Servs., LLC*, 2020 WL 3035776, at *16 (N.D. Cal. June 5, 2020) (applying multiplier of **4** in wage and hour class action); *Kang v. Wells Fargo Bank, N.A.*, 2021 WL 5826230 (N.D. Cal. Dec. 8, 2021) (multiplier of **5.49** granted after lodestar cross-check in wage and hour class action); *Steiner v. Am. Broadcasting Co.*, 248 Fed. App'x 780, 783 (9th Cir. 2007) (awarding cross-check multiplier of **6.85**); *Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL 2438274, at *7 (N.D. Cal., May 21, 2015) (applying **5.5** lodestar multiplier in UCL class action). Moreover, pursuant to *Laffitte v. Robert*

Half Int'l, Inc., 1 Cal.5th 480 (2016), I believe such a recovery is fair and reasonable in this case, given the work expended and the results achieved in this case. Bartz Law Group APC has also incurred $3,500 in out of pocket costs, all of which were reasonable and necessary in prosecuting this action. Attached as **Exhibit 4** is a true and correct copy of the attorneys' fees to date incurred to prosecute this action. Attached as **Exhibit 5** is a true and correct copy of the litigation expenses incurred in this action.

21. Plaintiffs' counsel has also retained Xpand Legal Consulting, LLC to administer the settlement in this case. The Settlement Administrator will provide aggrieved employees a notice, along with a check for their penalties, of the nature of the claims and release at issue in this case. The Settlement Administrator provided a not to exceed bid for $7,500 to administer the settlement. The Settlement Administrator's bid is attached hereto as **Exhibit 6**.

22. I am aware of no actual or potential conflicts of interest between Plaintiffs' counsel or any of the aggrieved employees in this case and/or the settlement administrator. Moreover, I am not aware of any other pending matters or actions that assert similar claims as the ones asserted herein, that will be extinguished or adversely affected by this PAGA settlement.

23. My office provided notice of the proposed settlement and all documents filed in support of this motion for PAGA settlement approval to the LWDA via uploading the documents the California DIR/LWDA's website on the same date as the filing of the instant motion.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 20, 2025, at Irvine, California.

//Aaron A. Bartz//
Aaron A. Bartz

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Michael Ingram ("Plaintiff") and Defendant MP Mine Operations LLC ("MP Mine"), ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Michael Ingram v. MP Mine Operations, LLC*, filed on February 8, 2024 in the San Bernardino Superior Court as Case No. CIVSB2405115.

1.2. "Administrator" means Xpand Legal Consulting, LLC ("Xpand Legal"), 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 a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant'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 Representative" means Plaintiff Michael Ingram.

1.7. "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.

1.8. "Court" means the Superior Court of California, County of San Bernardino.

1.9. "Defense Counsel" means Polsinelli LLP.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Approval Order and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment and 65 days has passed with appeal filed with respect to the Judgment;

or (b) an appeal has been filed and the appellate court has affirmed the Judgment .

1.11. "Gross Settlement Amount" means $570,000.00 which is the total amount Defendant 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, Aggrieved Employee Representative Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

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

1.13. "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

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

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

1.17. "PAGA Counsel" means Bartz Law Group APC and United Employees Law Group PC, the attorneys representing the Plaintiff in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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

1.20. "PAGA Period" means the period from November 22, 2022 to January 31, 2025.

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

1.22. "PAGA Notice" means Plaintiff's November 22, 2023 letter to Defendant and the LWDA and the Amended PAGA Letter, dated February 2, 2024 providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24. "Plaintiff" means Michael Ingram, the named plaintiff in the Action.

1.25. "Approval Order" means the signed Court Order Granting Approval of the PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendant and each of its affiliated entities, including but not limited to, its parent entity and MP Materials Corp. and its subsidiaries, MP Mine Operations LLC, MP Magnetics LLC, MP Separations Company LLC, Secure Natural Resources LLC and their former and present directors, officers, shareholders, owners, employees, attorneys, consultants, insurers, predecessors, successors, and assigns.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29. "Defendant" means MP Mine Operations, LLC.

2. RECITALS.

2.1. On February 8, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for Civil Penalties Under the Private Attorneys General Act ("PAGA"). The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. After filing the Operative Complaint, the Parties engaged in settlement discussions in an attempt to resolve the Action. Among other things, prior to resolving this case, Defendant produced time and payroll records for a representative sampling of Aggrieved Employees, as well as employment policy documents in order to allow Plaintiff to fully evaluate the claims in this Action. PAGA Counsel utilized a qualified expert to assist in the review and analysis of possible penalties. PAGA Counsel also considered Defendant's production of documents concerning Defendant's policies and procedures, and voluntary implementation of corrective actions on any claimed and disputed violations.

2.4. After many months of arm's length settlement negotiations, the Parties were able to reach an agreement in principle.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $570,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadlines 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 Defendant.

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 Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of one-third (33.33%), which is $190,000.00, and PAGA Counsel Litigation Expenses Payment of not more than $5,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. 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 Fees 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 Released Parties harmless, and indemnifies Released Parties, 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 $7,500 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 $7,500, the Administrator will retain the remainder to the Net Settlement Amount.

3.2.3 To the Aggrieved Employee Representative: An amount awarded to Plaintiff, which will not exceed $5,000.00. This payment shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of Net Settlement Amount for distribution to participating Aggrieved Employees.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties, currently estimated to be in the amount of approximately $362,500 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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.

3.2.3.2. 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, Defendant estimates there are 561 Aggrieved Employees who worked a total 28,250 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 21 days of the execution of this Agreement, Defendant 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. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover 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 Defendant 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. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within 10 days of the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Aggrieved Employee Representative Payment, and the Administration Expenses Payment.

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 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.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall re-distribute those funds represented by such checks to Aggrieved Employees who have cashed their checks, on a pro rata basis.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff fully releases and forever discharges Defendant and the Released Parties from any and all claims, causes of action, damages, wages benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiff's employment by Defendant or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiff's employment or termination thereof with Defendant taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

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 civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the amended PAGA Notice, during the PAGA Period, including, but not limited to, claims related to (1) Failure to Pay All Wages, including but not limited to payment of all wages owed, overtime, calculation of regular rate of pay, benefits, and any and all other compensation owed; (2) Meal Breaks; (3) Rest Breaks; (4) Failure to Reimburse Expenses; (5) Wage Statement Violations; and (6) Waiting Time Penalties; as well as any other claims for violation of Labor Code sections 201, 201.3, 202, 203, 204, 204.1, 204.4, 226, 226.7, 245, 246, 248.5, 510, 512, 1174, 1194, 1198, 1198.5, and 2802 and claims for liquidated damages, penalties, or costs and fees associated therewith, under the California Labor Code

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the facts stated in the Operative Complaint and the PAGA Notice during the PAGA Period.

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 Plaintiff's Responsibilities. Plaintiff 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 Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm 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) and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel with Defense Counsel's cooperation is 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 Approval Order 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 Xpand Legal to serve as the Administrator and verified that, as a condition of appointment, Xpand Legal 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 calculating payroll tax withholdings and 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

8.1. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 561 Aggrieved Employees who worked 28,250 Pay Periods. In the event that the actual PAGA Pay Periods are more than 10% greater than the number of represented PAGA Pay Periods (i.e. if there are more than 31,075PAGA Pay Periods) during the PAGA Period, the Gross Settlement Amount shall increase in proportion to the increase in PAGA Pay Periods (i.e. if the number of PAGA Pay Periods is 12% greater than 28,250, the Gross Settlement Amount shall increase by 2%).

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, and 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.

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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest the Defendant'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 of all PAGA Claims alleged in the Action, 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 Plaintiff and Defendant, 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 Plaintiff, PAGA Counsel, Defendant, 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 Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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 Defendant 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.

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 Plaintiff:

Bartz Law Group APC
5151 California Ave., Suite 100
Irvine, CA 92617
Attn: Aaron A. Bartz
aaron@bartzlawgroup.com

To Defendant:

Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Attn: Alexander Polishuk
apolishuk@polsinelli.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.

Signed by:
A840FDF42280415...

Dated: February 13, 2025

Michael Ingram, Plaintiff

Defendant:

MP Mine Operations, LLC

Dated: _______________, 2025

By: Elliot Hoops
Title: General Counsel and Secretary

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 Plaintiff:

Bartz Law Group APC
5151 California Ave., Suite 100
Irvine, CA 92617
Attn: Aaron A. Bartz
aaron@bartzlawgroup.com

To Defendant:

Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Attn: Alexander Polishuk
apolishuk@polsinelli.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: ________________, 2025

____
Michael Ingram, Plaintiff

Defendant:

MP Mine Operations, LLC

Dated: February 15, 2025

____
By: Elliot Hoops
Title: General Counsel and Secretary

Approved as to form:

BARTZ LAW GROUP, APC

Dated: February 13, 2025

Signed by:
Aaron Bartz
EC5A3FE789D1423

Aaron Bartz, Attorneys for Plaintiff
Michael Ingram

POLSINELLI LLP

Dated: ________________, 2025

Alexander Polishuk
Attorneys for Defendant
MP Mine Operations, LLC

Approved as to form:

BARTZ LAW GROUP, APC

Dated: _______________, 2025

____
Aaron Bartz, Attorneys for Plaintiff
Michael Ingram

POLSINELLI LLP

Dated: February 18, _______, 2025

____
Alexander Polishuk
Attorneys for Defendant
MP Mine Operations, LLC

EXHIBIT 2

BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
(949) 504-4413
aaron@bartzlawgroup.com

November 22, 2023

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

MP Mine Operations, LLC
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: ***PAGA Letter – Michael Ingram v. MP Mine Operations, LLC***

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group, PC represent Michael Ingram and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment in California with MP Mine Operations, LLC ("Employer").

Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, 1198.5, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer owns and operates mining facilities in California. Plaintiff Ingram was employed as a non-exempt hourly employee for Employer. Plaintiffs worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Ingram.

A. <u>Failure to Pay All Wages</u>

Employer has regularly failed to pay Plaintiff Ingram and all other aggrieved employees all wages that they are owed, based upon Employer's policy and practice of failing to pay for all hours worked, by requiring Plaintiffs to show up to their shifts early and stay after their shifts without payment. Employer further fails to pay all wages owed because Plaintiffs are forced to clock out for meal periods but continue working because of the demands of their job duties. As such, Employer fails to pay all straight time, minimum wages, and overtime wages for all hours worked.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs' all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to remain at their posts, vigilant and ready to respond to activities, during their meal periods. Moreover, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer did not have sufficient staffing to allow Plaintiffs to take their meal periods duty-free. Plaintiffs frequently have to work through their meal periods, and even when getting their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Employer requires Plaintiffs to be on-call during their rest periods, and requires Plaintiffs to remain on the premises during their rest periods. Moreover, Employer imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were attending to work-related activities, disciplining Plaintiffs when they left their posts to take rest periods, and otherwise discouraging the taking of rest periods. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for company business, including responding to work calls and text messages on their personal cell phones, but Employer fails and refuses to reimburse Plaintiffs for the usage of their personal cell phones for work purposes.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: failure to provide itemized wage statements; an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct or any meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Michael Ingram and other aggrieved employees, are providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

BARTZ LAW GROUP, APC
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Irvine, California 92617
(949) 504-4413
aaron@bartzlawgroup.com

February 2, 2024

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

MP Mine Operations, LLC
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: ***Amended PAGA Letter – Michael Ingram v. MP Mine Operations, LLC***

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group, PC represent Michael Ingram and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment in California with MP Mine Operations, LLC ("Employer"). This shall represent Plaintiffs' amended PAGA correspondence, and supplements the allegations asserted in Plaintiffs' PAGA letter dated November 22, 2023.

Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 245, 246, 248.5, 510, 512, 1174, 1194, 1198, 1198.5, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer owns and operates mining facilities in California. Plaintiff Ingram was employed as a non-exempt hourly employee for Employer. Plaintiffs worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Ingram.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Ingram and all other aggrieved employees all wages that they are owed, based upon Employer's policy and practice of failing to pay for all hours worked, by requiring Plaintiffs to show up to their shifts early and stay after their shifts without payment. Employer further fails to pay all wages owed because Plaintiffs are forced to clock out for meal periods but continue working because of the demands of their job duties. Employer further fails to pay all wages owed because Employer fails to pay the regular rate of pay for all overtime hours worked, in that among other things, Employer fails to incorporate non-discretionary income, bonuses, stock grants and the like into Plaintiffs' overtime pay. Employer further fails to pay all wages due in that it fails and refuses to pay sick time at the regular rate of pay, and therefore is in violation of California law. As such, Employer fails to pay all straight time, minimum wages, and overtime wages for all hours worked.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs' all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. <u>Meal Breaks</u>

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to remain at their posts, vigilant and ready to respond to activities, during their meal periods. Moreover, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer did not have sufficient staffing to allow Plaintiffs to take their meal periods duty-free. Plaintiffs frequently have to work through their meal periods, and even when getting their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. <u>Rest Breaks</u>

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Employer requires Plaintiffs to be on-call during their rest periods, and requires Plaintiffs to remain on the premises during their rest periods. Moreover, Employer imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were attending to work-related activities, disciplining Plaintiffs when they left their posts to take rest periods, and otherwise discouraging the taking of rest periods. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. <u>Failure to Reimburse Expenses</u>

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for company business, including responding to work calls and text messages on their personal cell phones, but Employer fails and refuses to adequately reimburse Plaintiffs for the usage of their personal cell phones for work purposes.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: failure to provide itemized wage statements; an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct or any meal and rest period premium payments on Plaintiffs' paystubs, failing to show the proper regular rate of pay for overtime and sick time, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Michael Ingram and other aggrieved employees, are providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT 3

Aaron A. Bartz (SBN 198722)
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Attorneys for Plaintiff MICHAEL INGRAM, on behalf of himself and other aggrieved employees

ELECTRONICALL FILED
SUPERIOR COURT OF CALIFORNIA
COUNT OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

2/8/2024 5:34 PM

By: ylie Meneses, DEPUT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MICHAEL INGRAM, on behalf of himself and other aggrieved employees, Plaintiffs, vs. MP MINE OPERATIONS, LLC, a Nevada limited liability company; and DOES 1 through 100, inclusive, Defendants.	**CASE NO.** CI SB2405115 **COMPLAINT FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [California Labor Code §§2698, et seq.]** **DEMAND FOR JURY TRIAL**

Plaintiff MICHAEL INGRAM ("Ingram"), on behalf of himself and all other aggrieved employees (hereinafter collectively "Plaintiffs"), and as private attorneys general, hereby assert representative claims against Defendant MP MINE OPERATIONS, LLC ("MP"), and DOES 1 through 100 (hereinafter collectively "Defendants"), and hereby complain and allege as follows:

I. INTRODUCTION

1. This lawsuit is directed at Defendants' California state law violations of wage and hour laws -- it is a representative action seeking recovery of civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §§2698, et seq. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and other aggrieved current and former employees to recover civil penalties for Defendant's violations of the Labor Code, including, but not limited to Labor Code §§201, 202, 203, 204, 226, 226.7, 245, 246, 248.5, 510, 512, 1174, 1194, 1198, 1198.5, 2699, 2802, and all applicable Industrial Welfare Commission ("IWC") Orders.

2. This action is brought as a representative action on behalf of all current and former aggrieved employees who were employed by Defendants in California and who work or worked as non-exempt hourly employees during the applicable time period and who were subject to Defendants' meal period policy, rest period policy, compensation policy, overtime policy, reimbursement policy, final payment of wages policy, and related wage and hour policies and/or practices.

3. As set forth in detail below, Defendants consistently implemented, maintained and enforced unlawful policies and practices regarding Plaintiffs in violation of California's wage and hour laws, which led to Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 245, 246, 248.5, 510, 512, 1174, 1194, 1198, 2698, et seq. and IWC Wage Orders to Defendants': (1) failure to pay all wages, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods or provide compensation in lieu thereof; (4) failure to timely pay all wages owed; (5) failure to properly maintain and submit accurate itemized wage statements; (6) failure to reimburse expenses; and (7) waiting time penalties. Such policies and practices, as described

herein, violate the Labor Code, and trigger civil penalties under Labor Code §2699. Therefore, Plaintiffs, on behalf of themselves and all aggrieved employees, bring this representative PAGA action pursuant to the provisions of the Labor Code as referenced herein. Plaintiffs seek recovery of civil penalties, reasonable attorney's fees and costs, and other relief as deemed proper.

4. The acts complained of herein occurred, occur and will occur, at least in part, within the statute of limitations under the PAGA statute, or within the statute of limitations of any other Complaint or other filing which has tolled the claims asserted herein, up to and through the time of trial for this matter.

II. THE PARTIES

5. Plaintiff Ingram is, and was at all relevant times mentioned herein, an individual who worked as a non-exempt employee for Defendants in California between 2022 and 2023.

6. Defendant MP is and has been, at all relevant times herein, a corporation organized and existing under the laws of the State of Nevada, and doing business within the County of San Bernardino, in the State of California.

7. Defendants DOES 1 through 100, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiffs. When their true names and capacities are ascertained, Plaintiffs will amend their complaint by inserting their true names and capacities herein. Plaintiffs are informed and believe, and based thereon allege that each of the fictitiously named Defendants are responsible in some manner for the occurrences herein alleged and that Plaintiffs' damages as herein alleged were proximately caused by those Defendants.

8. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

9. Defendants, and each of them, are now and/or at all times mentioned in this

Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuit of a joint venture, partnership and common enterprise.

10. Each reference in this complaint to "Defendant," "Defendants," or a specifically named Defendant refers also to all Defendants sued under fictitious names.

11. Plaintiffs are informed and believe, and thereon allege that at all relevant times herein, Defendants maintained offices, employed persons, conducted business in, and/or engaged in illegal employment practices and policies in the State of California, County of San Bernardino.

III. JURISDICTION

12. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

13. The California Superior Court also has jurisdiction in this matter because both the relief sought herein exceeds the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

14. The California Superior Court also has jurisdiction in this matter because Defendants' corporate officers direct, control, and coordinate Defendants' activities from Defendants' offices located in the State of California.

15. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiffs herein were all California citizens and/or employees working within California, Defendants have owned and operated offices within California. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

IV. VENUE

16. Venue in San Bernardino County is proper in this matter as Defendants' liabilities and obligations arose in San Bernardino County, including Defendants' statutory obligations to pay Plaintiffs wages for all hours worked, overtime wages, straight time wages, minimum wages,

timely wages upon termination and/or resignation, provide legally compliant meal and rest periods, maintain and submit accurate wage statements, and other obligations as described herein.

V. COMMON FACTUAL ALLEGATIONS

17. Defendants own and operate a mining operation in California, including in the County of San Bernardino. This case arises out of Defendants' failure to comply with California's wage and hour laws.

18. Plaintiffs and the aggrieved employees who Plaintiffs seek to represent worked for Defendants as non-exempt employees in California, during the relevant time period.

19. During Plaintiffs' employment, Defendants have failed to pay Plaintiffs and other aggrieved employees the proper amount of straight time and overtime wages. Defendants have violated various sections of the Labor Code, including §§510 and 1194, by failing to provide Plaintiffs overtime compensation for work over 8 hours in a day and/or 40 hours in a week, because, among other things, Defendants fail to pay the regular rate of pay on overtime compensation because Defendants fail and refuse to incorporate non-discretionary income, bonuses, stock grants and the like into Plaintiffs' overtime pay. Moreover, Defendants fail to pay for all of Plaintiffs' pre-shift and post-shift work, and Plaintiffs regularly work through their meal periods without compensation. Plaintiffs are further informed and believe, and based thereon allege, that Defendants fail to pay for all sick time at the regular rate of pay.

20. Defendants also fail to provide Plaintiffs with meal and rest periods under California law. Defendants failed to adopt, implement, and enforce a uniform meal period policy that complied with California law. For example, Defendants required Plaintiffs to take meal periods after they worked for more than five hours, and Defendants failed to provide Plaintiffs with their full 30 minute duty-free meal period based on numerous factors, including but not limited to the fact that Plaintiffs remained on-call during their meal periods, the amount of work required of Plaintiffs by Defendants necessitated that Plaintiffs take their meal periods late, return early from their meal periods, and/or interrupt their meal periods. Moreover, as a matter of policy and/or practice, Defendants failed to pay Plaintiffs one hour of pay at their regular rate

of pay for each workday that a 30 minute duty-free meal period was not provided. Defendants also failed to keep accurate records of meal breaks taken by Plaintiffs in violation of Labor Code §1174 and the applicable IWC Wage Orders.

21. Defendants also failed to adopt, implement, and enforce a uniform rest period policy that complied with California law. Defendants failed to authorize and permit Plaintiffs to take duty free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties, and failing and refusing to provide a rest period for any hours in excess of 10 per day. Defendants also require that Plaintiffs be on-call during their rest periods, and cannot go off premises for their rest periods, in violation of California law. As a result of Defendants' lack of any meal or rest break policy that complies with California law, Defendants have violated Labor Code §§512 and 226.7 and the applicable IWC Wage Orders, among other things.

22. Defendants also willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code §226. Defendants, for example, fail to identify the correct hours and rates of pay for hours worked for Defendants, including but not limited to violations of Labor Code § 226(a)(9) by not setting forth "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." Defendants also violate Labor Code §§ 226(a)(1) and 226(a)(5) by failing to correctly state the total net and gross wages earned by failing to itemize meal and rest period premium payments, among other things. The failure to provide accurate itemized wage statements violates Labor Code §§226, 2699, et seq., and IWC Wage Orders.

23. Defendants failed and refused to fully reimburse Plaintiffs for expenses necessarily and reasonably incurred for Defendants, including but not limited to expenses incurred by Plaintiffs for their cell phones used for work purposes, in violation of Labor Code § 2802, and IWC Wage Orders.

24. Defendants willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay all of Plaintiff's compensation due upon termination by failing and refusing to pay

overtime and sick time at the regular rate of pay, minimum wages and straight time wages, failing to pay Plaintiffs for time worked during meal and rest periods, failing to pay Plaintiffs for an extra hour because Defendants failed to provide compliant meal and rest periods and/or to pay for such meal and rest period premiums at the regular rate of pay, and by Defendants' other unlawful actions as described herein. As such, Defendants are liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§201, 202, and 203.

VI. PRIVATE ATTORNEYS GENERAL ACT CLAIM

25. On or about November 22, 2023, and thereafter on February 2, 2024, Plaintiffs provided written notice via certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

26. The LWDA failed to respond to Plaintiffs' counsel's correspondence dated November 22, 2023 and failed to notify Plaintiffs' counsel as to whether it would investigate the allegations contained therein, within 65 calendar days of the postmark date of Plaintiffs' correspondence as required under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

27. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, unlawful deductions, and failure to provide accurate itemized wage statements, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 210, 226.3, 245, 246, 248.5, 256, 558, 1174.5, 1197.1, 1198, 2699 and the IWC Wage Orders.

28. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiffs bring the causes of action below on behalf of themselves, as private attorneys general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

A. FAILURE TO PAY ALL WAGES AND OVERTIME COMPENSATION

29. Labor Code §1194 states that any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

30. Labor Code §1197 states that the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

31. Labor Code §510(a) and IWC Wage Orders regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

32. At all relevant times, Defendants required Plaintiffs to perform work without compensation in violation of the IWC Wage Orders and the Labor Code. Specifically, Plaintiffs were not paid for all of their hours worked, in that Defendants failed to pay non-exempt hourly workers such as Plaintiffs for all of their hours worked by, among other things, not paying the regular rate of pay for overtime and sick pay by failing to incorporate all non-discretionary income into Plaintiffs' compensation, failing and refusing to pay for work during Plaintiffs' meal periods, and not paying for work prior to and after Plaintiffs' shifts. Defendants are therefore in violation of Labor Code §§245, 246, 510 and 1194, and the IWC Wage Orders.

33. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiffs seek recovery of pre-judgment interest on all amounts recovered herein. Plaintiffs further request that this Court award reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code §§1194(a) and/or 2699.

34. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not

limited to Labor Code §§558, 1197.1, and 2699(f). Plaintiffs seek only to recover the civil penalties provided for in §§558(a) and 1197.1 for the violations alleged herein, and do not seek to recover underpaid wages.

B. MEAL PERIODS (Labor Code §§226.7 and 512)

35. Labor Code §512 and applicable IWC Wage Orders state that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than 30 minutes, and an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. The applicable Wage Orders state that unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Labor Code §226.7(a) further states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC. Moreover, an employer is prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

36. Plaintiffs were not provided with nor given the opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given the opportunity to take a proper second meal period during the days when they worked more than 10 hours in a day. Moreover, among other things, Plaintiffs were required to work through their meal periods and/or remain on-call during their meal periods, in violation of California law.

37. Pursuant to Labor Code §226.7(b) and the IWC Wage Orders, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. As such, Plaintiffs are entitled to an additional one hour's pay for each day in which Plaintiffs were not provided a proper meal break under the above-described authorities.

38. Labor Code §558 and the IWC Wage Orders state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated,

a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiffs seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not seek to recover underpaid wages.

39. Plaintiffs request that the Court award interest on all unpaid wages at the legal rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable pursuant to Labor Code §218.6.

40. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558 and 2699(f).

C. REST PERIODS (Labor Code §226.7)

41. The IWC Wage Orders provide that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction thereof. An employer must provide employees with 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on. Furthermore, Labor Code §1198 provides, in pertinent part: . . . The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

42. Plaintiffs were not permitted to take proper rest periods and/or were required to work during any "rest periods" in contravention of California law. Further, Plaintiffs and other aggrieved employees were required to waive the taking of their rest breaks because of the business of Defendants' operations, and/or were coerced not to take legally mandated rest periods by Defendants' criticizing, disciplining and/or reprimanding Plaintiffs and other

aggrieved employees who attempted to take legally required rest periods; failed to schedule rest periods; and pressured Plaintiffs to remain available during the workday.

43. Defendants further adopted and implemented policies and practices by which Plaintiffs were required to remain on-call during their rest periods, and forbidden from going off premises for their rest periods, in violation of California law, and Defendants failed to pay Plaintiffs a missed rest period premium payment for each rest period that was not authorized or permitted, and/or failed to pay such rest period premium at Plaintiffs' regular rate of pay.

44. Pursuant to Labor Code §226.7(b) and IWC Wage Orders, if an employer fails to provide an employee a rest period in accordance with the applicable provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

45. As such, Plaintiffs are entitled to an additional one hour of pay for each day in which they were not provided a proper rest period under the above-described authorities.

46. Plaintiffs request that the Court award interest on all unpaid wages at the legal rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable pursuant to Labor Code §218.6.

47. Labor Code §558 and IWC Wage Orders state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to Labor Code §§558, 1198 and 2699, and/or IWC Wage Orders, Plaintiffs are entitled to civil penalties for each pay period in which Defendants underpaid their wages as set forth herein. Plaintiffs seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not seek to recover underpaid wages.

48. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558, 2699(f), and applicable IWC Wage Orders.

E. <u>FAILURE TO REIMBURSE EXPENSES</u>

49. Labor Code § 2802(a) states, in pertinent part: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. . .."

50. Defendants required Plaintiffs to maintain and use their own cell phones to perform their job duties, to clock in and out, and respond to text messages and phone calls for work purposes, but Defendants and failed and refused to reimburse Plaintiffs the full value for Plaintiffs to use their cell phones for company business.

51. Defendants' failure to reimburse and/or indemnify Plaintiffs for these necessary expenditures constitutes a violation of California law.

52. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code § 2699(f).

F. <u>FAILURE TO PROPERLY MAINTAIN AND SUBMIT ACCURATE ITEMIZED WAGE STATEMENTS (Labor Code §226)</u>

53. Labor Code §§226, 1174, and/or the applicable IWC Wage Orders require employers to maintain and provide employees accurate time and employment records, as well as itemized wage statements showing, among other things, gross wages earned, the total hours worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Furthermore, the applicable Wage Orders and Labor Code §226 requires every employer to keep accurate information with respect to each employee, including: (1) the employee's full name, home address, occupation, social security number, employee's date of birth, and time records showing when the employee begins and ends each work period; (2) an

employee's meal periods; (3) total wages paid each payroll period; and (4) total hours worked during the payroll period and applicable rates of pay.

54. Defendants failed to properly maintain itemized wage statements in that, among other things, the wage statements provided do not set forth the accurate number of hours worked, correct rates of pay, all overtime compensation, meal periods, premium pay, and other related information required by California law. In addition, in implementing their illegal rest period policies and practices regarding Plaintiffs, Defendants failed to record wages for rest period and meal period premiums and other wages that should have been paid to Plaintiffs as required by California law. Defendants have failed to record all items delineated in Labor Code §226 and the applicable IWC Wage Orders, and required under Labor Code §1174. Plaintiffs are informed and believe that these failures were knowing and intentional by Defendants as Defendants sought to deprive Plaintiffs of their legitimate right to unpaid wages, and otherwise deprive them of their proper compensation. As a result of Defendants' intentional and knowing failure to maintain adequate itemized statements, Plaintiffs could not ascertain the actual amount of compensation they earned and/or were entitled to, and thereby are presumed to have suffered cognizable injury in the form of the accrual of unpaid wages, overtime, and interest pursuant to Labor Code §226(e)(2).

55. Pursuant to Labor Code §226(e), an employee who suffers injury as a result of an employer's knowing and intentional failure to comply with subdivision (a), is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

56. Pursuant to Labor Code §226.3, "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. . .."

57. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved

employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§226.3, 1174.5 and 2699(f), as well as reasonable attorneys' fees and costs.

G. WAITING TIME PENALTIES (Labor Code §§201-203)

58. Labor Code §201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination.

59. Plaintiffs are informed and believe and thereon allege that Defendants failed to pay Plaintiffs all wages due and owing immediately upon termination, thereby violating Labor Code §201.

60. Labor Code §202 states, in pertinent part, that an employer is required to provide an employee who quits his or her employment all wages due and owing not later than 72 hours thereafter.

61. Plaintiffs are informed and believe and thereon allege that Defendants failed to pay Plaintiffs all wages due and owing upon voluntary resignation, thereby violating Labor Code §202.

62. Labor Code §203 states that if an employer willfully fails to pay an employee wages according to Labor Code §§201 and 202, these wages shall continue as a penalty for up to a maximum of 30 days.

63. Defendants willfully withheld paying Plaintiffs wages thereby violating Labor Code §203, as further set forth herein. As such, Defendants are required to pay Plaintiffs a 30-day wage penalty in addition to all unpaid wages as described herein.

64. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§256 and 2699(f).

H. ALL CLAIMS

65. Pursuant to Labor Code §2699, Plaintiffs seek to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of their violations of the Labor Code and applicable Wage Order(s) in an amount to be proven at trial.

These penalties include, but are not limited to, those provided by Labor Code §§210, 225.5, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699. Plaintiffs further seek an award of reasonable attorneys' fees and costs pursuant to the Labor Code §2699(g)(1) and any other applicable statute.

WHEREFORE, Plaintiffs pray:

a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

b. For civil penalties pursuant to Labor Code §558, as follows:

i. For any initial violation, fifty dollars ($50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

ii. For each subsequent violation, one hundred dollars ($100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

c. For civil penalties pursuant to Labor Code §1197.1, as follows:

i. For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid;

ii. For each subsequent violation for the same offense, two hundred fifty dollars ($250) for each aggrieved underpaid employee for each pay period for which the employee was underpaid regardless of whether the initial violation is intentionally committed;

d. For civil penalties per Labor Code §226.3 in the amount of $250 for each aggrieved employee per pay period for each violation, and $1,000 for each aggrieved employee per pay period for each subsequent violation;

e. For civil penalties per Labor Code §1174.5 in the amount of $500 for each willful failure to maintain records as required by Labor Code §1174(c);

f. For civil penalties per Labor Code §256 in the amount of one day of pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination, until payment was/is made, up to a maximum of thirty (30) days;

g. For civil penalties per Labor Code §210 in the amount of $100 for each failure to pay each employee, and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee;

h. For reasonable attorneys' fees and costs incurred; and

i. For such relief as this Court may deem just and proper.

Dated: February 8, 2024 BARTZ LAW GROUP APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff MICHAEL INGRAM, on behalf of himself and all other aggrieved employees

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues triable to a jury.

Dated: February 8, 2024 BARTZ LAW GROUP APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff MICHAEL INGRAM, on behalf of himself and all other aggrieved employees

EXHIBIT 4

Activities Export

02/20/2025
10:05 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
02/20/2025		Review, revise and final all motion for approval of PAGA settlement papers, and review exhibits in support of same. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	3.50h	$925.00	-	$3,237.50
02/19/2025		Review and revise client declaration, and review and exchange emails with co-counsel regarding settlement Review and revise Motion and supporting declaration. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	5.00h	$925.00	-	$4,625.00
02/14/2025		Continue preparing Motion papers, and revise same Prepare supporting declaration, and prepare emails to OPC and co-counsel. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	7.00h	$925.00	-	$6,475.00
02/13/2025		Continue preparing motion for PAGA approval. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	3.00h	$925.00	-	$2,775.00
02/13/2025		Conference Call re Case status and settlement status. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Nestor Mejia	0.17h	$295.00	-	$50.15
02/12/2025		Prepare motion for PAGA approval. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	4.00h	$925.00	-	$3,700.00
02/07/2025		Review and consider settlement agreements, and conference call	00066-Ingram Ingram v MP Mine	Aaron Bartz	0.50h	$925.00	-	$462.50
					102.87h		**$0.00** 0.00h	**$89,595.15** 102.87h

Activities Export

02/20/2025
10:05 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		with OPC regarding same. Unbilled	Operations, LLC					
02/05/2025		Review settlement agreement, and revise same Review and respond to emails with OPC. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	2.00h	$925.00	-	$1,850.00
01/23/2025		Review case for further handling, and review settlement agreements Conference call with OPC, and prepare email regarding same. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	1.00h	$925.00	-	$925.00
01/11/2025		Review and revise settlement agreement. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	1.00h	$925.00	-	$925.00
01/10/2025		Prepare PAGA settlement agreement, and review and revise same. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	3.00h	$925.00	-	$2,775.00
01/09/2025		Review case for further handling, and conference call with client regarding settlement strategies Conference call with OPC regarding settlement. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	1.00h	$850.00	-	$850.00
12/19/2024		Review case for further handling, and conference call with OPC regarding same Review settlement issues. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	0.50h	$850.00	-	$425.00
					102.87h		**$0.00** 0.00h	**$89,595.15** 102.87h

Activities Export

02/20/2025
10:05 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
12/17/2024		Review case for further handling, and research regarding restricted stoc□and regular rate issues□ Conference call with OPC. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	1.00h	$850.00	-	$850.00
12/16/2024		Review expert analysis, and research regarding claims□ Conference call with OPC□Prepare settlement demand. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	5.00h	$850.00	-	$4,250.00
12/11/2024		Review expert analysis regarding damages, and research regarding claims. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	4.20h	$850.00	-	$3,570.00
11/20/2024		Review and analyze mediation materials, and research regarding potential claims. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	3.00h	$850.00	-	$2,550.00
10/18/2024		Review mediation documents, and conference call with OPC. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	1.00h	$850.00	-	$850.00
07/30/2024		Review Reply regarding motion to compel arbitration, and review and respond to emails regarding hearing□Research regarding cases in Reply. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	3.00h	$850.00	-	$2,550.00
07/23/2024		Review, revise and final Opposition to motion to compel arbitration and	00066-Ingram Ingram v MP Mine	Aaron Bartz	3.80h	$850.00	-	$3,230.00
					102.87h		**$0.00** 0.00h	**$89,595.15** 102.87h

Activities Export

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		supporting declaration. Unbilled	Operations, LLC					
07/22/2024		Review and revise Opposition to motion to compel arbitration. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	4.00h	$850.00	-	$3,400.00
07/16/2024		Research in support of Opposition to Motion to Compel Arbitration, and prepare same□Prepare Declaration. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	8.00h	$850.00	-	$6,800.00
07/15/2024		Research regarding motion to compel arbitration, and review moving papers. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	5.00h	$850.00	-	$4,250.00
02/15/2024		Review case for further handling, and conference call with OPC regarding case□Research regarding case issues, and consider legal strategies. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	3.40h	$850.00	-	$2,890.00
02/09/2024		Review, revise and final PAGA Complaint and other case initiating documents, and coordinate filing. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	2.20h	$850.00	-	$1,870.00
02/05/2024		Review and revise Complaint. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	2.70h	$850.00	-	$2,295.00
02/04/2024		Prepare PAGA Complaint.	00066-Ingram	Aaron Bartz	6.00h	$850.00	-	$5,100.00
					102.87h		**$0.00** 0.00h	**$89,595.15** 102.87h

Activities Export

02/20/2025
10:05 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled	Ingram v MP Mine Operations, LLC					
02/02/2024		Research regarding amended PAGA notice, and prepare amended notice and coordinate service and filing of same. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	3.50h	$850.00	-	$2,975.00
01/31/2024		Further research regarding claims, and conference call with client regarding case. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	2.40h	$850.00	-	$2,040.00
01/30/2024		Review client documents and research in support of potential claims. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	3.00h	$850.00	-	$2,550.00
11/22/2023		Further research regarding claims, and prepare PAGA letter Review, revise and final PAGA letter, and coordinate filing and service of same. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	4.00h	$850.00	-	$3,400.00
10/24/2023		Review client documents and conference calls with client regarding potential claims. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	6.00h	$850.00	-	$5,100.00
					102.87h		**$0.00** 0.00h	**$89,595.15** 102.87h

EXHIBIT 5

Activities Export

02/20/2025
10:07 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
02/19/2025	$	Motion, filing and service fees re motion for approval, and costs related to administration and final accounting (anticipated). Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	1.00	$405.00	-	$405.00
12/18/2024	$	JT Calcs - Expert Witness Fees. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	1.00	$1,300.00	-	$1,300.00
07/30/2024	$	Court call appearance for hearing on motion to compel arbitration 8/5/2024 Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Leanne Nguyen-Phuoc	1.00	$72.00	-	$72.00
07/23/2024	$	One Legal Oppo to Mtn and AAB Decl Confirmation #30818335 Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Leanne Nguyen-Phuoc	1.00	$20.09	-	$20.09
05/22/2024	$	One legal filing - Proof of Service of Summons and Complaint Invoice: 15600398 Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Leanne Nguyen-Phuoc	1.00	$20.09	-	$20.09
05/22/2024	$	Nationwide Service of Process Fees. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	1.00	$144.40	-	$144.40
02/08/2024	$	One Legal Complex fee filing Confirmation #29869084 Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Nestor Mejia	1.00	$1,455.20	-	$1,455.20
11/27/2023	$	Certified mail costs re PAGA letter. Unbilled	00066-Ingram Ingram v MP Mine	Aaron Bartz	1.00	$8.56	-	$8.56
							$0.00 0.00h	**$3,500.34** 0.00h

Activities Export

02/20/2025
10:07 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Operations, LLC					
11/22/2023	$	PAGA filing fees. Unbilled	00066-Ingram Ingram v MP Mine Operations, LLC	Aaron Bartz	1.00	$75.00	-	$75.00
							$0.00 0.00h	**$3,500.34** 0.00h

EXHIBIT 6

XPAND

Case Name:	**Ingram v. MP Mine**
Date:	January 24, 2025
Client Name:	Aaron Bartz
Client Email:	aaron@bartzlawgroup.com
Xpand Contact:	Jonathan Paul
Xpand Contact Email Address:	jonathan@xpandlegal.com
Xpand Contact Phone Number:	310.948.7117

**Cost Estimate for Legal Administration Services*
**Pricing Good for 90 Days*
**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing	
Class Size	561
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	No
Spanish Translation	No
National Change of Address (NCOA)	Yes
Wage Tax Reporting	Yes
Number of States for Tax Reporting	1
Number of Payment Distributions	1
Tax Reporting Years	3
Remaining Funds After Distribution	Re-distribution

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	$150.00	3	$450.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	$125.00	2	$250.00
NCOA (Includes CASS & LACS)	Flat Fee	$183.64	1	$183.64
Spanish Translation	Flat Fee	$0.00	0	$0.00
Toll Free Telephone Support	Flat Fee	$225.00	1	$225.00
Static Website	Flat Fee	$0.00	0	$0.00
			Total	**$1,108.64**

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at $125/hour.*

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	$150.00	3	$450.00
Status Reporting (Ongoing & Final)	Hourly	$150.00	3	$450.00
Executive Oversight	Hourly	$200.00	1	Waived
			Total	**$900.00**

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	$150.00	3	$450.00
Data Analyst - Payment File Production & Quality Review	Hourly	$125.00	3	$375.00
Print & Mail Payments	Per Piece	$1.00	561	$561.00
USPS First Class Mail - 1oz	Per Piece	$0.70	561	$392.70
Undeliverable Payment Processing	Per Piece	$3.00	56	$168.30
Address Trace Undeliverable Payments	Per Piece	$3.00	56	$168.30
Remail Payments (Undeliverable & Forwards)	Per Piece	$3.00	73	$218.79
Print & Mail Redistribution Payments	Per Piece	$1.00	449	$448.80
USPS First Class Mail - 1oz	Per Piece	$0.70	449	$314.16
Undeliverable Payment Processing	Per Piece	$3.00	45	$134.64
Address Trace Undeliverable Payments	Per Piece	$3.00	45	$134.64
Remail Payments (Undeliverable & Forwards)	Per Piece	$3.00	58	$175.03
Tax ID Setup & Shutdown	Flat Fee	$150.00	2	$300.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	$150.00	4	$600.00
QSF Monthly Fees & Account Reconciliation	Per Piece	$250.00	3	$750.00
Process Remaining Funds	Flat Fee	$300.00	1	$300.00
			Total	**$5,491.36**

Total Case Cost - Flat Fee: $7,500.00

Terms & Conditions

All services to be provided by Xpand Legal (hereinafter, “Xpand") to Client shall be subject to the following Terms and Conditions of this Agreement:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are referenced and in accordance of the Court's direction. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These services do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 3 below. Charges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

- **Payment of Charges:** Xpand will process payment of charges once payments are made to class members and counsel in accordance with direction from the court. However, decisions of the court and actions of the parties, including disapproval or withdrawl of a settlement or case status, do not affect the Client's liability to Xpand for payment of services. Services are not provided on a contingency fee basis.

- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any Losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspect of the project by Xpand in accordance with Client’s instructions.

- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of data provided to Xpand by Client or another party to the action. Should Xpand ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client will have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, including attorneys’ fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.

- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.

- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.

- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement at will (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client. The Client is obligated to pay for all Services at the time of termination under this paragraph; no deferral period shall take place.

- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand’s reasonable control, then such performance shall be excused and this Agreement, at Xpand’s option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing.

- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

- **Counterparts**: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall consitute a duplicate original, but all counterparts togethere shall constitute a signle agreement.