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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 MICHAEL INGRAM
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Date: May 1, 2025
Time: 8:30 a.m.
Dept.: S22

1 I, MICHAEL INGRAM, declare as follows:

2 1. I am over the age of eighteen and am a named Plaintiff in *Michael Ingram v. MP*
3 *Mine Operations, LLC*. The foregoing is based upon my personal knowledge and, if called as a
4 witness, I could and would competently testify thereto.

5 2. I submit this declaration in support of Plaintiff's Motion for Approval of Private
6 Attorneys General Act Settlement Agreement.

7 3. I was previously employed by Defendant between 2022 and 2023 as a non-
8 exempt hourly employee. During my time working for Defendant, I was subjected to the same
9 wage and hour policies and practices that are at issue in this case, including Defendant's practice
10 of failing to pay employees all wages owed, including off-the-clock compensation, failing to pay
11 the regular rate of pay for all overtime hours worked, failing to provide meal periods, failing to
12 authorize and permit rest periods, failing to provide accurate wage statements, and related issues.

13 4. Prior to getting involved in this case, I spoke with my attorneys for many hours to
14 understand the nature of the case, and shared with my attorneys the wage and hour violations that
15 I experienced while working for Defendant. During the informal discovery process, I assisted
16 my attorneys with interpreting various documents produced, and discussed with my attorneys
17 strategies to ensure that the settlement was fair to all of the aggrieved employees.

18 5. During this case, the parties agreed to enter into informal negotiations to resolve
19 this case. During those negotiations, I worked with my attorneys so that they were fully apprised
20 of the claims and were able to negotiate the best settlement for myself and other aggrieved
21 employees.

22 6. During the course of the settlement negotiations, which occurred over a period of
23 many months, I communicated with my attorneys regarding the potential settlement terms, and
24 after the parties agreed to settle, spent several hours reviewing the lengthy settlement agreement,
25 and ensuring that the settlement agreement is fair to the State of California and other aggrieved
26 employees.

27 7. I have been diligent, and I believe I acted above and beyond that which was
28 expected of me as a representative plaintiff throughout all stages of the litigation, up to and

including the settlement of this case.

8. I believe that this PAGA Settlement is a very good result given the various issues involved with the case, and the recovery of penalties for the State of California and aggrieved employees is fair, reasonable and adequate.

9. In addition to performing work on this matter, I assumed a substantial risk in serving as a representative plaintiff if the Defendant prevailed in this case. My willingness to assume the financial risk was and is significant. Although I was confident in the merits of this lawsuit, I do not have any substantial savings and bringing this lawsuit was a serious commitment on my behalf and exposed myself to considerable risk. My attorneys have advised me that California law provides that the losing party must pay the prevailing party's costs. As such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my capacity as PAGA representative and pursue claims against Defendant and, in doing so, delayed a more immediate recovery available to me through the Labor Commissioner's office.

10. I am also providing a general release in this case of all claims, known and unknown, including all wage claims, against Defendant. This is significant because other aggrieved employees are only releasing claims for penalties, and may pursue their wage claims separately from this case. Given the above, I believe a \$5,000 enhancement fee is appropriate, and fair and reasonable in this case.

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

Executed on February 19, 2025, in the City of Las Vegas, State of
Nevada.

Signed by:

A840FDF42280415...
Michael Ingram