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11 Attorneys for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN DIEGO-CENTRAL DIVISION

14 MICHELLE ACEVES, and GARY)
15 MARTINEZ, as individuals, and on)
16 behalf of others similarly situated, and as)
17 the State of California's designated)
proxies under the Private Attorneys)
18 General Act (PAGA) on behalf of the)
19 State of California and other aggrieved)
employees,)

20 Plaintiffs,)
21)

22 vs.)

23 ATLAS RETAIL SERVICES INC., a)
24 Texas corporation; and DOES 1 through)
25 50 inclusive,)

26 Defendants.)
27)
28 _____)

Lead Case No.: 37-2024-00018584-CU-
OE-CTL (Consolidated with Case No.
37-2024-00029333-CU-OE-CTL)

Judge: Hon. Wendy M. Behan
Dept.: C-66

**DECLARATION OF MICHELLE
ACEVES ISO PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Hearing Date: September 18, 2026
Time: 10:15 a.m.
Complaint Filed: April 19, 2024
Trial Date: N/A

**[[Proposed] Order, Decs. of Gary
Martinez, Sean M. Blakely, Paul K.
Haines, Thomas D. Rutledge, Not. of
Mot. & Mot., and Mem. of P&As ISO
Mot. filed concurrently herewith]**

I, MICHELLE ACEVES, declare and state as follows:

1. I am one of the named Plaintiffs and Class Representative in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is submitted in support of Plaintiffs' Motion for Preliminary Court Approval of the Class and PAGA Settlement.

3. From January 2024 to about April 2024, Defendant employed me as merchandiser.

4. During my employment, I personally experienced and observed a number of Defendant's wage-and-hour practices that are challenged in this lawsuit.

5. For example, when I began working for the Defendant, they paid me an incorrect hourly rate and issued me several paychecks without any tax withholdings.

6. As a result, the Defendant treated me as an independent contractor rather than an employee and issued me an IRS Form 1099.

7. On more than one occasion, I missed my breaks (meal and rest) because, among other reasons, Defendant imposed a tight schedule on me; Defendant never paid me meal or rest break premiums for my missed breaks.

8. On more than one occasion, I worked in excess of 8 hours in a workday, yet Defendant did not pay me all the overtime to which I had a right to receive.

9. The wage statements Defendant issued to me were inaccurate because, as discussed above, Defendant underpaid my wages.

10. When my employment ended, Defendant did not pay me all my wages owed.

11. Although I understand that my lawsuit alleges certain Labor Code violations that may have affected some employees differently than they affected me, the principal wage-and-hour practices challenged in this action are practices that I

1 personally experienced, including missed meal and rest periods, unpaid overtime,
2 unreimbursed business expenses, inaccurate wage statements, and the failure to pay
3 all wages owed to me when my employment ended.

4 12. Based on what I observed in the workplace while being employed by the
5 Defendant, I contacted Mr. Thomas D. Rutledge.

6 13. Mr. Rutledge interviewed me regarding the merits of my case and based
7 upon his interview, he agreed to represent me on a contingency fee basis.

8 14. I understood from the beginning of this case that my responsibility as the
9 proposed Class Representative was not limited to recovering money for myself.

10 15. I agreed to represent and protect the interests of the other employees
11 affected by Defendant's wage-and-hour practices, including employees whose
12 particular experiences or damages may not have been identical to mine.

13 16. Mr. Rutledge thereafter requested my personnel file and payroll records
14 from the Defendant and forwarded them to me for my review.

15 17. On April 19, 2024, through my counsel's office, I filed an action
16 asserting a single claim under the California Labor Code based on Defendant's failure
17 to provide me access to my personnel file.

18 18. On June 24, 2024, through my counsel, I filed a First Amended
19 Complaint (FAC) in the Superior Court of California for the County of San Diego,
20 adding PAGA claims and additional factual allegations

21 19. On July 31, 2024, through my counsel, I filed a Second Amended
22 Complaint (SAC), adding further claims and factual allegations.

23 20. Before filing these documents, I reviewed each draft complaint for
24 accuracy, a process that took me about four hours.

25 21. Following my review of the draft complaint, I discussed it with my
26 counsel, a process that lasted about 1 hour.

27 22. Throughout the course of this case, I remained actively involved by
28 regularly communicating with putative Class Counsel, reviewing legal filings for

1 accuracy, reviewing my employment and payroll records, being available for
2 questions during settlement discussions, and providing factual context for the claims.

3 23. I understood that by agreeing to serve as the proposed Class
4 Representative, I undertook a responsibility to protect the interests of the Class and
5 not place my own interests ahead of theirs.

6 24. I accepted that responsibility and have attempted throughout this
7 litigation to fulfill it.

8 25. During this litigation, I spoke with putative Class Counsel over the
9 phone and we spent many hours discussing the case and preparing for class
10 certification, mediation, and potentially trial over the course of numerous phone calls,
11 texts, and emails.

12 26. During this litigation, I remained focused not only on my individual
13 recovery but also on obtaining a fair result for the other employees covered by the
14 proposed settlement.

15 27. I also understand that the requested service award is not compensation
16 calculated simply by multiplying the hours I spent on this case by an hourly rate.

17 28. I understand that the Court will determine whether any service award is
18 appropriate based upon my overall service to the Class and the circumstances of this
19 litigation.

20 29. During the litigation, I made myself available to counsel whenever
21 requested, answered questions concerning Defendant's employment practices, assisted
22 counsel in understanding how drivers performed their work, reviewed records and
23 pleadings for factual accuracy, discussed the experiences of other employees that I
24 had personally observed, assisted counsel in preparing the case for mediation and
25 class certification, and remained willing to participate in discovery, deposition, class
26 certification proceedings, and trial if the case did not settle.

27 30. I have invested a significant amount of time in this matter and have
28 risked my reputation for being a named Plaintiff in this matter due to my desire to

1 obtain justice for the putative Class and Aggrieved Employees.

2 31. Including the time spent reviewing legal pleadings and communicating
3 with putative Class Counsel, the total estimated time doing all the foregoing has been
4 approximately 50-55 hours.

5 32. At the time I agreed to serve as the named Plaintiff, I understood that this
6 lawsuit would become a matter of public record and that prospective employers could
7 discover that I had sued a former employer.

8 33. Because I intended to continue working in the retail business, I was
9 genuinely concerned that being publicly identified as the employee prosecuting a
10 class action against an employer could adversely affect my reputation or future
11 employment opportunities.

12 34. Nevertheless, I agreed to proceed because I believed Defendant's
13 practices should be challenged on behalf of myself and the other employees.

14 35. I accepted this risk because I felt strongly about advocating for
15 coworkers who were unaware of their rights or afraid to come forward.

16 36. I also understand that, unlike absent Class Members, I am providing
17 Defendant with a broader general release of my individual claims, including a waiver
18 under Civil Code § 1542.

19 37. I considered that additional release and the rights I personally am giving
20 up in deciding whether I believed the proposed settlement and requested service
21 award were fair.

22 38. In consideration of the amount of work, hours, and effort I have
23 dedicated to this case, as well as the financial and professional risks I took in pursuing
24 a lawsuit against an employer, and in consideration of the § 1542 release I have given
25 to the Defendant for my claims, I believe the requested \$5,000 incentive award for my
26 service is fair, reasonable, and well-deserved.

27 39. I understand that service awards are not automatic and must be earned.

28 40. I respectfully believe that my contributions, which helped advance this

1 litigation to a successful outcome, justify the \$5,000 service award requested.

2 41. I took this responsibility seriously and have no regrets about standing up
3 on behalf of other workers who may not have had the ability to do so.

4 42. I did not agree to serve as the named Plaintiff in this case for the purpose
5 of obtaining a service award, and no one promised me that I would receive a service
6 award or any particular amount for serving as the proposed Class Representative.

7 43. I have discussed the proposed settlement with Class Counsel and
8 understand its principal terms.

9 44. Based upon my participation in this litigation, my understanding of the
10 claims asserted, the risks of continued litigation, and the relief the settlement will
11 provide to Class Members and Aggrieved Employees, I believe the settlement is fair
12 and in their best interests.

13 45. Accordingly, I respectfully request that the Court grant preliminary
14 approval of the settlement and approve the requested \$5,000 service award, subject to
15 final approval.

16 Except as to those matters made upon information and belief, I declare under
17 penalty of perjury under the laws of the State of California that the foregoing is true
18 and correct.

19 Executed this day of August 26, 2026, in the County of San Diego, California.

20 /s/Michelle Aceves

21 Declarant
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