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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

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

Plaintiffs,

vs.

ATLAS RETAIL SERVICES, INC., a Texas
corporation; and DOES 1 through 50,

Defendants.

Case No. 37-2024-00018584-CU-OE-CTL

*[Assigned for all purposes to the Hon.
Wendy M. Behan, Dept. C-66]*

**DECLARATION OF PLAINTIFF GARY
MARTINEZ IN SUPPORT OF
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: September 18, 2026
Time: 10:15 a.m.
Dept.: C-66

Action Filed: April 19, 2024
Trial Date: None Set

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I, GARY MARTINEZ, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter.

This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for Defendant Atlas Retail Services, Inc. (“Defendant”) from approximately January 2023 until approximately March 2024. I was employed in the position of “Electrician.” During my employment with Defendant, I was subject to Defendant’s wage and hour policies and practices at issue in this action.

3. During a portion of my employment with Defendant, I was misclassified as an independent contractor even though Defendant controlled the manner and means by which I performed my work. Defendant directed my job duties, required me to perform work that was central to their business, and I did not engage in an independent business of the same nature as Defendant. Because I was misclassified, Defendant failed to pay me all minimum and overtime wages owed, failure to provide me with complaint meal periods and rest periods, and did not provide me with workers' compensation benefits in case of an injury. On top of this, during my employment, I was paid a flat daily rate rather than hourly wages, and although I was required to clock in and out using Defendant's phone-based application, I was not paid for all hours I worked. I also was not compensated for all travel time, including time spent traveling to and from job sites, coordinating travel, and reporting to job sites when no work was available. In addition, I often did not receive a timely, uninterrupted meal period before the end of my fifth hour of work and I did not always receive a second meal period when I worked shifts of more than 10 hours. Similarly, I often was not provided with all my rest periods due to work demands. Furthermore, I was required to use my personal cell phone and personal vehicle for work purposes but was not fully reimbursed for those business expenses. As a result of these violations, it is my understanding that Defendant did not issue accurate wage statements and I did not receive all final wages when I stopped working for Atlas Retail.

1 4. I have been actively involved in this case since I first retained Haines Law Group,
2 APC (“HLG”) in June 2024. On June 21, 2024, I filed a wage and hour class action complaint
3 against Defendant in the matter entitled *Gary Martinez v. Atlas Retail Service Inc.*, San Diego
4 Superior Court Case No. 37-2024-00029333-Cu-OE-CTL. Without waiving the attorney-client
5 privilege, prior to filing this lawsuit, my attorneys explained my role and responsibilities as a
6 Class Representative, and I understand my responsibilities as a Class Representative. I have had
7 many discussions with the attorneys and staff at HLG, including regarding Defendant’s wage and
8 hour policies and my claims in this case, litigation strategy, potential witnesses, updates on how
9 the case was proceeding, and how I could help the case and the potential Settlement Class
10 members. I also provided information and documents to my attorneys to assist them in mediation
11 and negotiating the Settlement. I also spent time reviewing and discussing the Settlement
12 Agreement as well as other documents from my attorneys, and reviewing my own records for
13 documents that would be potentially relevant to the case. In total, I estimate that I have spent
14 approximately 45-50 hours in connection with this case since I first retained HLG in 2024.

15 5. When I retained HLG and decided to pursue this case, I understood it could benefit
16 former and current employees of Defendant by helping to recover unpaid wages, meal and rest
17 period premiums, and other penalties on their behalf. I also knew there was a risk I could be liable
18 for Defendant’s costs if we lost the case. I also understood that filing a lawsuit is a public record.
19 However, I accepted those risks because I wanted Defendant to pay its current and former
20 employees properly and to provide them proper breaks. Even though I assumed these risks, to
21 date, I have not suffered any actual adverse consequences because I filed this lawsuit. As far as I
22 am aware, I have no actual or potential conflicts with any of the Settlement Class members.

23 6. As part of the proposed Settlement, and in exchange for my requested service
24 award, I have also agreed to a full release of claims related to my employment with Defendant
25 that extends beyond the release of claims applicable to other Settlement Class members.

26 7. I understand that my attorneys will request that the Court approve a service award
27 of \$5,000 for my efforts on behalf of the Settlement Class members, as well as my full release of
28 claims. I believe this amount is reasonable based on the amount of time and effort I have devoted

1 to this case, the amount of time that has passed since my lawsuit was first filed in June 2024, as
2 well as the risks I have undertaken as a class representative, as described above. This proposed
3 service award is not contingent upon me supporting the proposed Settlement.

4 I declare under penalty of perjury under the laws of the State of California and the United
5 States that the foregoing is true and correct. Executed on August 25, 2026 at
6 Holtville, California.

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Gary Martinez (Aug 25, 2026 11:42:50 PDT)
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Gary Martinez