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By T. Automation , Deputy Clerk

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

RUTH JOY SEGOVIA; FARANAK
KIANFAR; DIEMVY PHAM; LISA
MATHEWS FITZGIBBONS; CYNTHIA
GUERRERO; and RENE AMEL PERALTA;
as individuals, on behalf of others similarly
situated, and on behalf other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

v.

ARTEMIS HEADLANDS, LLC, a
Delaware corporation; MAURO ORMEDILLA,
an individual; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CU020914C

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

HEARING INFO

Date: July 17, 2026
Time: 9:00 a.m.

1 I, Cassandra Polites, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Segovia,*
6 *et al., v. Artemis Headlands, LLC* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval,*
18 (referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion and
19 objections to the Settlement; (c) resolving Class Members’ disputes over the number of workweeks
20 Defendant has record of them working during the Class Period, which was pre-printed on their
21 individualized Class Notice; (d) establishing a QSF account and calculating individual settlement
22 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings
23 as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
24 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
25 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
26 orders ILYM Group to perform.

1 4. On February 19, 2026, ILYM Group received the Court approved text for the Class
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On February 20, 2026, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, and the
6 number of workweeks and PAGA pay periods for each Class Member and Aggrieved Employee.
7 The data file was uploaded to our database and checked for duplicates and other possible
8 discrepancies. The Class List contained unique records for 204 individuals who worked a total of
9 12,864 work weeks. Of which 64 are identified as CRU Class Members who worked a total of
10 4,665 work weeks and 140 are Non-CRU Class Members who worked 8,199 work weeks.

11 6. As part of the preparation for mailing, all 204 names and addresses contained in the
12 Class List were then processed against the National Change of Address ("NCOA") database,
13 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
14 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
15 contains requested change of addresses filed with the USPS. To the extent that an updated address
16 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
17 Packet. To the extent that no updated address was found in the NCOA database, the original address
18 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

19 7. On March 9, 2026, the Class Notice Packet was mailed, via U.S First Class Mail, to
20 all 204 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
21 copy of the mailed Class Notice Packet.

22 8. As of the date of this declaration, 20 Class Notice Packets have been returned to our
23 office of which none were returned with a forwarding address. ILYM Group performed a
24 computerized skip trace on the 20 returned Class Notice Packets that did not have a forwarding
25 address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice
26 Packet. As a result of this skip trace, 15 updated addresses were obtained and the Class Notice
27 Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.
28

1 9. As of the date of this declaration, a total of 15 Class Notice Packets have been re-
2 mailed as a result of ILYM Group's skip tracing efforts.

3 10. As of the date of this declaration, a total of 5 Class Notice Packets have been deemed
4 undeliverable as no updated addresses were found notwithstanding the skip tracing.

5 11. As of the date of this declaration, ILYM Group has received 1 request for exclusion
6 from a CRU class member. The deadline to request exclusion from the Settlement was April 23,
7 2026.

8 12. As of the date of this declaration, ILYM Group has not received any objections to
9 the Settlement. The deadline to submit a written objection to the Settlement was April 23, 2026.

10 13. As of the date of this declaration, ILYM Group has not received any disputes from
11 a Class Member. The deadline to submit a work week dispute was April 23, 2026

12 14. The Net Settlement Amount available to Participating Class Members is estimated
13 to be \$207,599.50 and was calculated by subtracting the requested attorneys' fees \$161,650.50, the
14 amount allocated for litigation costs and expenses \$30,000.00, the requested Class Representative
15 Service Payment \$50,000.00, the requested Administration Expenses Payment \$5,450.00, the
16 LWDA Payment \$19,500.00 and the PAGA Penalties allocation to Aggrieved Employees
17 \$10,500.00 from the Gross Settlement Amount \$485,000.00.

18 15. Pursuant to the Agreement, 75% or \$155,924.63 of the Net Settlement Amount shall
19 be distributed in pro rata basis using the class members' work weeks worked to the CRU Class
20 Members.

21 16. Pursuant to the Agreement, 25% or \$51,974.88 of the Net Settlement Amount shall
22 be distributed in pro rata basis using the class members' work weeks worked to the Non-CRU Class
23 Members.

24 17. As of this date, there are 203 Class Members (63 CRU and 140 Non-CRU class
25 members) who did not submit a timely and valid Request for Exclusion and are therefore deemed
26 to be Participating Class Members. The Individual Class Payment is allocated on a pro rata basis
27 using their work weeks worked.
28

1 18. The *highest* Individual CRU Class Payment to a Participating Class Member is
2 currently estimated to be approximately \$8,856.65, the *average* Individual Class Payment is
3 currently estimated to be approximately \$2,474.99 and, the *lowest* Individual Class Payment is
4 currently estimated to be approximately \$33.93. These amounts are subject to employee-side tax
5 and withholdings.

6 19. The *highest* Individual Non-CRU Class Payment to a Participating Class Member
7 is currently estimated to be approximately \$1,438.99, the *average* Individual Class Payment is
8 currently estimated to be approximately \$371.25 and, the *lowest* Individual Class Payment is
9 currently estimated to be approximately \$6.34. These amounts are subject to employee-side tax
10 and withholdings.

11 20. Pursuant to the Agreement, 25% of the PAGA Penalties payment (\$10,500.00) will
12 be allocated to Aggrieved Employees regardless of whether he or she opted outs of the Class
13 Settlement (“Employee PAGA Amount”); Aggrieved Employees cannot opt out of the PAGA
14 Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay
15 Periods. There are 113 Aggrieved Employees who worked 2,740 pay periods during the PAGA
16 period.

17 21. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
18 estimated to be approximately \$229.93, the *average* Individual PAGA Payment is currently
19 estimated to be approximately \$92.22 and the *lowest* Individual PAGA Payment is currently
20 estimated to be approximately \$3.83.

21 22. ILYM Group’s total fees and costs for services in connection with the administration
22 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
23 costs for completion of the settlement administration, are \$5,450.00. ILYM Group’s work in
24 connection with this matter will continue with the calculation of the settlement award payments,
25 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
26 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
27 Group to perform.

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I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 29th day of April 2026, at Tustin, California.

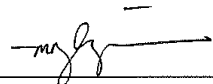

CASSANDRA POLITES

EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT
APPROVAL**

(Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta; as individuals, and on behalf of others similarly situated v. Artemis Headlands, LLC; Mauro Ormedilla; and DOES 1 through 25, San Diego County Superior Court Case No. 24CU020914C)

The Superior Court for the State of California authorized this Notice. Read this Notice carefully. You will be deemed to have carefully read and understood it.

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Artemis Headlands, LLC and Defendant Mauro Ormedilla (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by a former Defendants employees, Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta (collectively “Plaintiffs”) and seeks payment of (1) back wages, statutory penalties, and interest for a class of individuals who are or were employed by Defendants as non-exempt hourly employees in California during the Class Period (February 5, 2021, to February 6, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or were employed by Defendants as non-exempt hourly employees in California during the PAGA Period (October 31, 2023, to February 6, 2026).

The proposed Settlement has two main parts: (1) a Class Settlement for Individual Class Payments, and (2) a PAGA Settlement for Individual PAGA Payments, including a payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$733.45 (less withholding) and your Individual PAGA Payment is estimated to be \$0.00.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked 23 workweeks** during the Class Period and **you worked 0 pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D(3) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is April, 23 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue PAGA Released Claims (defined below, and sections C (11), and D (2)).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by April, 23 2026	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the July 17, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on July 17, 2026. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by April, 23 2026	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by April, 23 2026. See Section D(3) of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant Artemis Headlands, LLC. The Action accuses Artemis Headlands, LLC of violating California labor laws based on Defendant's alleged: (1) failure to pay wages and overtime wages; (2) failure to provide meal and rest periods; (3) failure to pay all sick time; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; and (7) failure to reimburse business expenses. Plaintiffs also asserted a violation of California's Unfair Competition Law ("UCL"). Based on the same claims, Plaintiffs has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). The lawsuit also names Mauro Ormedilla as a defendant to the lawsuit. Plaintiffs is represented by attorneys in the Action: Brooke B. Nevels and Christopher E. Nichols of Nevels Nichols, LLP ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired experienced, neutral mediators in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. After two separate mediations, the negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay \$485,000 as the Gross Settlement Amount (Gross Settlement). Defendants has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 15 court days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$161,650.50 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Award for each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$20,000 for Plaintiff Segovia’s claim of Retaliation in Violation of Cal. Lab. Code § 1102.5. If the Court approves a payment for the Retaliation claim less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
 - D. Up to \$15,000 to the Administrator for services administering the Settlement.
 - E. Up to \$30,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these amounts. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions from the Gross Settlement Amount in amounts approved by the Court, the Administrator will distribute the remainder (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

To Each Participating Class Member: An Individual Class Payment is calculated as follows:

- A. For CRU Class Members: (a) multiply the Net Settlement Amount by .75; (b) divide that product by the total number of Workweeks worked by all CRU Class Members during the Class Period; (c) multiplying the result by each individual Participating CRU Class Member’s Workweeks.

- B. For Non-CRU Class Members: (a) multiply the Net Settlement Amount by .25; (b) divide that product by the total number of Workweeks worked by all Non-CRU Class Members during the Class Period; (c) multiplying the result by each individual Participating Non-CRU Class Member's Workweeks.

"CRU Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member), who was assigned to and worked primarily or exclusively in the CRU department with Defendant Artemis Headlands, LLC. If there is any conflict about whether a Participating Class Member or Non-Participating Class Member is also a CRU Class Member, that conflict shall be resolved exclusively by Defendant's records. A Non-CRU Class Member is a Participating Class Member or Non-Participating Class Member who is not a CRU Class Member.

4. Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
5. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.
6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than April, 23 2026, that you wish to opt-out. The easiest way to notify the Administrator if you wish to opt out is to send a written and signed Request for Exclusion by the April, 23 2026, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but you will receive an Individual PAGA Payment, and will preserve rights to personally pursue wage and hour claims against Defendants other than claims related to penalties under PAGA.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company, ILYM Group, Inc (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section I of this Notice.
10. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any entity or person that is released by the Parties' Agreement based on theories and/or facts alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release any and all claims against Defendants and any present and former parents, subsidiaries, and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (“Released Parties”) that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the allegations in the Action. Further, all Settlement Class Members shall release all claims under Labor Code sections 201, 202, 203, 204, 204.1, 210, 218.6, 221, 226 subd. (a), 226.3, 226.7, 245 *et seq.* (Healthy Workplaces, Healthy Families Act of 2014), 246, 256, 510, 511, 512, 516, 551, 552, 558, 1174, 1174.4, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2803, 2804, 2698, and Business & Professions Code section 17200 and any applicable Wage Order based on the factual allegations alleged in the Action.

11. **PAGA Members’ PAGA Release.** After the Court’s judgment is final, and Defendant has paid the Gross Settlement, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant, against any defendant released by this Agreement, or by related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The PAGA Members’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims for civil penalties under PAGA against Defendants and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action. All PAGA Members also release all claims for all PAGA penalties based on alleged violations of Labor Code sections 201, 202, 203, 204, 204.1, 210, 218.6, 221, 226 subd. (a), 226.3, 226.7, 245 *et seq.* (Healthy Workplaces, Healthy Families Act of 2014), 246, 256, 510, 511, 512, 516, 551, 552, 558, 1174, 1174.4, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2803, 2804, 2698, and Business & Professions Code section 17200 and any applicable Wage Order based on the factual allegations alleged in the Action.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. **Workweek/Pay Period Challenges.** The number of Class Workweeks you actually worked during the Class Period and the number of PAGA Pay Periods you actually worked during the PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. Please note that this is not merely the number of weeks you were “employed.” You have until April, 23 2026, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section I of this Notice has the Administrator’s contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta; as individuals, and on behalf of others similarly situated v. Artemis Headlands, LLC; Mauro Ormedilla; and DOES 1 through 25, San Diego County Superior Court Case No. 24CU020914C*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by April, 23 2026, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 days before the July 17, 2026, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section I of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website (**confirm website**) and entering the Case Number for the Action, Case No. 24CU020914C.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is April, 23 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta; as individuals, and on behalf of others similarly situated v. Artemis Headlands, LLC; Mauro Ormedilla; and DOES 1 through 25, San Diego County Superior Court Case No. 24CU020914C*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section I of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section H of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 17, 2026 at 9:00 a.m. in Department C-75 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Teams. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilcivvirtualhearings>), and selecting the link for department C-75 beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

I. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the court's website at (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>), and selecting the link for department C-75. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Brooke B. Nevels
Christopher E. Nichols
BNevels@NevelsNichols.com
CNichols@NevelsNichols.com
NEVELS NICHOLS, LLP
10650 Treena St.
Suite 212
San Diego, CA 92131

Defense Counsel:

James C. Fessenden
jfessenden@fisherphillips.com
Lauren Guggisberg
lguggisberg@fisherphillips.com
Fisher & Phillips LLP
4747 Executive Drive, Suite 1000
San Diego, CA 92121

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT
APPROVAL**

(Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta; as individuals, and on behalf of others similarly situated v. Artemis Headlands, LLC; Mauro Ormedilla; and DOES 1 through 25, San Diego County Superior Court Case No. 24CU020914C)

The Superior Court for the State of California authorized this Notice. Read this Notice carefully. You will be deemed to have carefully read and understood it.

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Artemis Headlands, LLC and Defendant Mauro Ormedilla (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by a former Defendants employees, Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta (collectively “Plaintiffs”) and seeks payment of (1) back wages, statutory penalties, and interest for a class of individuals who are or were employed by Defendants as non-exempt hourly employees in California during the Class Period (February 5, 2021, to February 6, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or were employed by Defendants as non-exempt hourly employees in California during the PAGA Period (October 31, 2023, to February 6, 2026).

The proposed Settlement has two main parts: (1) a Class Settlement for Individual Class Payments, and (2) a PAGA Settlement for Individual PAGA Payments, including a payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$1,372.89 (less withholding) and your Individual PAGA Payment is estimated to be \$229.93.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked 227 workweeks** during the Class Period and **you worked 60 pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D(3) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is April, 23 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue PAGA Released Claims (defined below, and sections C (11), and D (2)).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by April, 23 2026	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the July 17, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on July 17, 2026. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by April, 23 2026	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by April, 23 2026. See Section D(3) of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant Artemis Headlands, LLC. The Action accuses Artemis Headlands, LLC of violating California labor laws based on Defendant's alleged: (1) failure to pay wages and overtime wages; (2) failure to provide meal and rest periods; (3) failure to pay all sick time; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; and (7) failure to reimburse business expenses. Plaintiffs also asserted a violation of California's Unfair Competition Law ("UCL"). Based on the same claims, Plaintiffs has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). The lawsuit also names Mauro Ormedilla as a defendant to the lawsuit. Plaintiffs is represented by attorneys in the Action: Brooke B. Nevels and Christopher E. Nichols of Nevels Nichols, LLP ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired experienced, neutral mediators in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. After two separate mediations, the negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay \$485,000 as the Gross Settlement Amount (Gross Settlement). Defendants has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 15 court days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$161,650.50 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Award for each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$20,000 for Plaintiff Segovia’s claim of Retaliation in Violation of Cal. Lab. Code § 1102.5. If the Court approves a payment for the Retaliation claim less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
 - D. Up to \$15,000 to the Administrator for services administering the Settlement.
 - E. Up to \$30,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these amounts. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions from the Gross Settlement Amount in amounts approved by the Court, the Administrator will distribute the remainder (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

To Each Participating Class Member: An Individual Class Payment is calculated as follows:

- A. For CRU Class Members: (a) multiply the Net Settlement Amount by .75; (b) divide that product by the total number of Workweeks worked by all CRU Class Members during the Class Period; (c) multiplying the result by each individual Participating CRU Class Member’s Workweeks.

- B. For Non-CRU Class Members: (a) multiply the Net Settlement Amount by .25; (b) divide that product by the total number of Workweeks worked by all Non-CRU Class Members during the Class Period; (c) multiplying the result by each individual Participating Non-CRU Class Member's Workweeks.

"CRU Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member), who was assigned to and worked primarily or exclusively in the CRU department with Defendant Artemis Headlands, LLC. If there is any conflict about whether a Participating Class Member or Non-Participating Class Member is also a CRU Class Member, that conflict shall be resolved exclusively by Defendant's records. A Non-CRU Class Member is a Participating Class Member or Non-Participating Class Member who is not a CRU Class Member.

4. Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
5. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.
6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than April, 23 2026, that you wish to opt-out. The easiest way to notify the Administrator if you wish to opt out is to send a written and signed Request for Exclusion by the April, 23 2026, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but you will receive an Individual PAGA Payment, and will preserve rights to personally pursue wage and hour claims against Defendants other than claims related to penalties under PAGA.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company, ILYM Group, Inc (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section I of this Notice.
10. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any entity or person that is released by the Parties' Agreement based on theories and/or facts alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release any and all claims against Defendants and any present and former parents, subsidiaries, and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (“Released Parties”) that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the allegations in the Action. Further, all Settlement Class Members shall release all claims under Labor Code sections 201, 202, 203, 204, 204.1, 210, 218.6, 221, 226 subd. (a), 226.3, 226.7, 245 *et seq.* (Healthy Workplaces, Healthy Families Act of 2014), 246, 256, 510, 511, 512, 516, 551, 552, 558, 1174, 1174.4, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2803, 2804, 2698, and Business & Professions Code section 17200 and any applicable Wage Order based on the factual allegations alleged in the Action.

11. **PAGA Members’ PAGA Release.** After the Court’s judgment is final, and Defendant has paid the Gross Settlement, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant, against any defendant released by this Agreement, or by related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The PAGA Members’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims for civil penalties under PAGA against Defendants and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action. All PAGA Members also release all claims for all PAGA penalties based on alleged violations of Labor Code sections 201, 202, 203, 204, 204.1, 210, 218.6, 221, 226 subd. (a), 226.3, 226.7, 245 *et seq.* (Healthy Workplaces, Healthy Families Act of 2014), 246, 256, 510, 511, 512, 516, 551, 552, 558, 1174, 1174.4, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2803, 2804, 2698, and Business & Professions Code section 17200 and any applicable Wage Order based on the factual allegations alleged in the Action.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. **Workweek/Pay Period Challenges.** The number of Class Workweeks you actually worked during the Class Period and the number of PAGA Pay Periods you actually worked during the PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. Please note that this is not merely the number of weeks you were “employed.” You have until April, 23 2026, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section I of this Notice has the Administrator’s contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta; as individuals, and on behalf of others similarly situated v. Artemis Headlands, LLC; Mauro Ormedilla; and DOES 1 through 25, San Diego County Superior Court Case No. 24CU020914C*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by April, 23 2026, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 days before the July 17, 2026, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section I of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website (**confirm website**) and entering the Case Number for the Action, Case No. 24CU020914C.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is April, 23 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta; as individuals, and on behalf of others similarly situated v. Artemis Headlands, LLC; Mauro Ormedilla; and DOES 1 through 25, San Diego County Superior Court Case No. 24CU020914C*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section I of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section H of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 17, 2026 at 9:00 a.m. in Department C-75 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Teams. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilcivvirtualhearings>), and selecting the link for department C-75 beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

I. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the court's website at (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>), and selecting the link for department C-75. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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San Diego, CA 92121

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PROOF OF SERVICE

I, the undersigned, declare that I am over the age of eighteen years and not a party to the case. My business address is 10650 Trenea Street, Suite 212, San Diego, California 92131. On Friday, June 19, 2026, I served a copy of the following documents:

- **Motion for Final Approval – Notice**
- **Motion for Final Approval – [Proposed] Judgment**
- **Motion for Final Approval – Memorandum of Points and Authorities**
- **Motion for Final Approval – Declaration of Brooke B. Nevels**
- **Motion for Final Approval – Declaration of Ruth Joy Segovia**
- **Motion for Final Approval – Declaration of Faranak Kianfar**
- **Motion for Final Approval – Declaration of Diemvy Pham**
- **Motion for Final Approval – Declaration of Lisa Mathews Fitzgibbons**
- **Motion for Final Approval – Declaration of Cynthia Guerrero**
- **Motion for Final Approval – Declaration of Rene Amel Peralta**
- **Motion for Final Approval – Declaration of ILYM Group**

[X] By Electronic Service: Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

[] By Mail: I placed the envelope for collection and mailing at the address(es) below, following our ordinary business practices. I am readily familiar with this firm's business practice for collecting and processing correspondence for mailing, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Diego, California.

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Attorneys for Defendants

Labor and Workforce Development Agency ("LWDA") ONLY VIA ONLINE FILING:
Submitted electronically via the LWDA's online PAGA filing portal at:
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Friday, June 19, 2026, at San Diego, California.



NOAH ADAMS