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MY EMPLOYMENT

3. I worked for Defendant Artemis Headlands LLC (“Artemis Headlands”) in California from in or around December 2022, to May of 2023. I was classified as a non-exempt employee, while working for Artemis Headlands.

4. Throughout my employment with Artemis Headlands, I encountered numerous wage-and-hour violations, including issues related to overtime compensation, meal and rest breaks, and unreimbursed business expenses. My work schedule regularly consisted of twelve-hour shifts, typically scheduled between one and three times per week, and sometimes more depending on Artemis Headlands’ operational needs. Despite routinely working shifts longer than eight hours, I was never paid overtime or double-time wages. In addition, I was frequently unable to take my meal and rest breaks at the legally required times. There were occasions when I worked past my fifth hour before being permitted to take a meal break, or I was instructed to clock out for a meal period while continuing to work. When I worked shifts exceeding ten hours, I was often not provided a second meal break. Artemis Headlands did not encourage second meal breaks, and any attempts I made to take one were frequently interrupted due to workload demands.

5. I was also regularly required to work more than four hours without being provided a ten-minute rest break. On shifts exceeding eight hours, I was likewise not permitted to take a third rest break. At no time was I compensated with meal or rest break premium pay for these missed breaks. Additionally, Artemis Headlands failed to reimburse me for necessary business expenses incurred as part of my job duties, including the required use of my personal cell phone. Because Artemis Headlands did not accurately calculate or record my hours worked, I was not paid all overtime wages owed to me and did not receive accurate itemized wage statements. Based on my experience, I believe these same practices affected other non-exempt employees.

MY ROLE IN THE LITIGATION

6. As a result of these violations, and after discussing my experiences with Plaintiff Ruth Joy Segovia, I retained Nevels Nichols, LLP, a law firm experienced in class action litigation and California Labor Code claims. I have no personal or familial relationship with my attorneys or

any officer of the Court, and I am not involved in litigation against any other member of the class. My attorneys represent me solely in connection with this lawsuit.

7. I chose to bring this action and serve as a representative Plaintiff on behalf of myself and other current and former non-exempt employees of Artemis Headlands because I believed that our legal rights had been violated. Specifically, I believe Artemis Headlands failed to pay all wages owed for all hours worked and at the legally required rates.

8. This lawsuit was filed on October 31, 2024, after I contacted counsel to seek legal assistance regarding my employment with Artemis Headlands, following discussions with Plaintiff Ruth Joy Segovia. My attorneys explained that the case includes claims under the Private Attorneys General Act (“PAGA”) based on a PAGA notice submitted on my behalf, and I am serving as a PAGA representative. Prior to the filing of the complaint, I discussed company policies and practices with my attorneys and assisted in their investigation by providing documents, responding to inquiries, and coordinating with other representatives. I remained in regular communication with my attorneys, who were accessible and responsive whenever I had questions.

9. I understood that by acting in a representative capacity, I was seeking recovery not only for myself but also for other current and former employees who worked for Artemis Headlands in California. I believed many employees were either unaware of their rights or reluctant to assert them due to fear of retaliation or the burdens associated with litigation. I devoted a substantial amount of time to discovery-related responsibilities in furtherance of this case.

10. I made myself available for mediation on May 20, 2025, before Judge Cole. That mediation was unsuccessful because Artemis Headlands failed to provide accurate and current sampling data, which prevented meaningful negotiations. I again participated in mediation on August 14, 2025, with mediator Kelly Knight, where the parties ultimately reached a settlement. I discussed the settlement terms with my attorneys, understood my responsibility to represent absent aggrieved employees, and sought the best possible outcome for the class. I believe the settlement achieved a favorable result. I reviewed and signed the formal settlement agreement on December 8, 2025.

**DECLARATION OF FARANAK KIANFAR IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA SETTLEMENT**

1 11. I actively participated in this litigation by remaining in frequent contact with counsel and
2 dedicating significant time to discovery and mediation efforts. Although I did not maintain a
3 precise record of my hours, I estimate that I spent between ten (10) to twenty (20) hours working
4 on this matter to date, with the understanding that additional time may be required in the future.
5 I believe I have fulfilled and will continue to fulfill my obligations as a representative Plaintiff,
6 always acting in the best interests of the class.

7 12. Considering the time and effort I devoted to this case, the risks associated with bringing
8 claims against a former employer, the potential reputational consequences, the general release
9 provided, and the overall settlement amount, I believe a representative service payment of five
10 thousand dollars (\$5,000.00) is fair and reasonable. I also believe that the individual twenty-
11 thousand dollar (\$20,000.00) payment to Plaintiff Ruth Joy Segovia for her individual Retaliation
12 claim is both fair and reasonable.

13
14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct. Executed on June 15, 2026, at Mission Viejo, California.

16 
17 box SIGN 4Q9QVP88-1RPYPXPX

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**DECLARATION OF FARANAK KIANFAR IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA SETTLEMENT**

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**

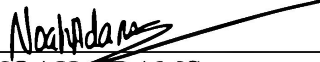
[X] By Electronic Service: Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

[] 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