

Clerk of the Superior Court
By T. Automation , Deputy Clerk

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Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CIVIL UNLIMITED DIVISION

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,

vs.

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

Defendants.

CASE NO. 24CU020914C

**DECLARATION OF CYNTHIA
GUERRERO IN SUPPORT OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

*Assigned for All Purposes to Dept. C-75
Hon. James Mangione*

Date: January 23, 2026
Time: 9:00 a.m.
Dept: C-75

I CYNTHIA GUERRERO, hereby state and declare as follows:

1. I am over the age of eighteen, a Plaintiff in both my capacity as an individual, and on behalf of the State of California as a private attorney general. I submit this declaration in support of the Motion for Preliminary Approval of Class Settlement, in support of my application for a representative enhancement award.

**DECLARATION OF CYNTHIA GUERRERO IN SUPPORT OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**

2. I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

MY EMPLOYMENT

3. I worked for Defendant Artemis Headlands LLC (“Artemis Headlands”) in California from in or around July 2021, to x. I was classified as a non-exempt employee, while working for Artemis Headlands.

4. During my time working for Artemis Headlands, I personally experienced repeated problems with how I was paid and treated with respect to breaks and expenses. My job regularly required me to work twelve-hour shifts, which were typically scheduled one to three times per week, and sometimes more depending on Artemis Headlands’ staffing needs. Even though I routinely worked more than eight hours in a single shift, I was never paid overtime or double-time wages. I was also not able to take my meal and rest breaks at the times required by law. There were many instances where I worked past my fifth hour before being allowed to take a meal break, or where I was instructed to clock out for a meal period but still required to continue working. When my shifts exceeded ten hours, I was often not provided with a second meal break. Artemis Headlands did not encourage second meal breaks, and when I attempted to take one, it was frequently interrupted due to workload demands.

5. I also regularly worked more than four hours without receiving a ten-minute rest break. When I worked shifts longer than eight hours, I was not permitted to take a third rest break. I was never paid any premium wages for missed meal or rest breaks. In addition, Artemis Headlands did not reimburse me for necessary business expenses incurred as part of my job, including the required use of my personal cell phone. Because Artemis Headlands failed to accurately track and calculate my hours worked, I did not receive all overtime wages owed to me and did not receive accurate itemized wage statements. Based on what I experienced, I believe these same issues affected other non-exempt employees working for Artemis Headlands.

MY ROLE IN THE LITIGATION

6. After experiencing these issues and discussing them with Plaintiff Ruth Joy Segovia, I decided to retain Nevels Nichols, LLP, a law firm with experience representing employees in

1 class actions and California Labor Code cases. I do not have any personal or family relationship
2 with my attorneys or with any officer of the Court. I am not involved in litigation against any
3 other member of the class, and my attorneys represent me only in connection with this lawsuit.

4 7. I chose to bring this case and serve as a representative Plaintiff because I believed that
5 Artemis Headlands violated my rights as an employee and the rights of other non-exempt
6 employees. In particular, I believe Artemis Headlands failed to pay all wages owed for all hours
7 worked and failed to pay employees at the correct rates required by law.

8 8. This lawsuit was filed on October 31, 2024, after I reached out to counsel to seek legal
9 assistance related to my employment with Artemis Headlands, following discussions with
10 Plaintiff Ruth Joy Segovia. My attorneys explained that this case includes claims under the
11 Private Attorneys General Act (“PAGA”) based on a PAGA notice submitted on my behalf, and
12 that I am serving as a PAGA representative. Before the complaint was filed, I spoke with my
13 attorneys about Artemis Headlands’ policies and practices and assisted with their investigation
14 by providing documents, answering questions, and coordinating with other representatives. I
15 remained in contact with my attorneys throughout the case, and they were available whenever I
16 had questions.

17 9. I understood that by acting as a representative Plaintiff, I was pursuing claims not only
18 for myself but also for other current and former employees of Artemis Headlands in California.
19 I believed that many employees were either unaware of their rights or hesitant to come forward
20 because of the risks, time, and effort involved in litigation. I therefore devoted a significant
21 amount of time to assisting with discovery and other responsibilities in this case.

22 10. I made myself available to participate in mediation on May 20, 2025, before Judge Cole.
23 That mediation did not result in a settlement because Artemis Headlands failed to provide
24 accurate and up-to-date sampling information, which limited the ability to engage in meaningful
25 settlement discussions. I later made myself available again on August 14, 2025, for a second
26 mediation with mediator Kelly Knight, where the parties reached a settlement. I discussed the
27 settlement terms with my attorneys and understood that I was representing absent aggrieved
28 employees. I wanted to ensure the best possible result for the class, and I believe the settlement

1 reached achieved that goal. I reviewed and signed the long-form settlement agreement on
2 December 8, 2025.

3 11. I have remained actively involved in this case by staying in communication with my
4 attorneys and spending significant time participating in discovery and mediation. Although I did
5 not keep a precise record of my time, I estimate that I spent approximately ten (10) to twenty
6 (20) hours working on this matter to date, and I understand that additional time may be required.
7 I believe I have fulfilled my responsibilities as a representative Plaintiff and will continue to act
8 diligently and in the best interests of the class.

9 12. Considering the time and effort I devoted to this case, the risks involved in suing a former
10 employer, the potential impact on my reputation and future employment opportunities, the
11 general release provided, and the overall size of the settlement, I believe that a representative
12 service payment of five thousand dollars (\$5,000.00) is fair and reasonable. I also believe that
13 the individual twenty-thousand dollar (\$20,000.00) payment to Plaintiff Ruth Joy Segovia for her
14 individual Retaliation claim is both fair and reasonable.

15
16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed on Dec 30, 2025, 2025, at San Diego,
18 California.

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21 CYNTHIA GUERRERO
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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 Treena Street, Suite 212, San Diego, California 92131. On Tuesday, December 30, 2025, I served a copy of the following documents:

- **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **MEMORANDUM OF POINTS AND AUTHORITIES FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF BROOKE B. NEVELS IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF RUTH JOY SEGOVIA IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF RENE AMEL PERALTA IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF CYNTHIA GUERRERO IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF LISA FITZGIBBONS IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF FARANAK KIANFAR IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF DIEMVY PHAM IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF LISA MULLINS IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**

☒ **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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Tuesday, December 30, 2025, at San Diego, California.



RAHA RAZAVI