

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 RENE AMEL
PERALTA 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 RENE AMEL PERALTA, 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 RENE AMEL PERALTA 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 November 2021, to October of 2023. I was classified as a non-exempt employee, while working for Artemis Headlands.

4. During my employment with Artemis Headlands, I was subjected to multiple violations of California wage-and-hour laws, including unpaid overtime, missed meal and rest breaks, and the failure to reimburse required business expenses. My position regularly required me to work twelve-hour shifts, which were typically scheduled between one and three times per week, and sometimes more depending on Artemis Headlands' staffing and operational needs. Despite consistently working more than eight hours in a single shift, I was not paid overtime or double-time wages. I was also not permitted to take meal and rest breaks at the legally required times. On numerous occasions, I worked beyond my fifth hour before being allowed to take a meal break, or I was instructed to clock out for a meal period while continuing to work. 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 any attempts to take one were frequently interrupted due to workload demands.

5. I was regularly required to work more than four hours without being provided a ten-minute rest period. When I worked shifts longer than eight hours, I was also not permitted to take a third ten-minute rest break. At no time did Artemis Headlands provide meal or rest break premium pay. Artemis Headlands also failed to reimburse me for necessary expenses incurred in the performance of my job duties, including required use of my personal cellular phone. Because Artemis Headlands did not properly calculate, track, or record my hours worked, I did not receive all overtime wages owed to me and did not receive accurate itemized wage statements. Based on my experience, I believe these same practices were applied to other non-exempt employees of Artemis Headlands.

MY ROLE IN THE LITIGATION

**DECLARATION OF RENE AMEL PERALTA IN SUPPORT OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**

1 6. After experiencing these issues and discussing them with Plaintiff Ruth Joy Segovia, I
2 retained Nevels Nichols, LLP, a law firm with experience litigating class actions and claims
3 under the California Labor Code. I have no personal or familial relationship with my attorneys
4 or any officer of the Court. I am not involved in litigation against any member of the class, and
5 my attorneys represent me only in connection with this lawsuit.

6 7. I agreed to serve as a representative Plaintiff in this action because I believed Artemis
7 Headlands violated my rights as an employee and the rights of other current and former non-
8 exempt employees. Specifically, I believe Artemis Headlands failed to pay all wages owed for
9 all hours worked and failed to compensate employees at the rates required by law.

10 8. This lawsuit was filed on October 31, 2024, after I contacted counsel to seek legal
11 assistance related to my employment with Artemis Headlands, following discussions with
12 Plaintiff Ruth Joy Segovia. My attorneys explained that this case includes claims under the
13 Private Attorneys General Act (“PAGA”) based on a PAGA notice submitted on my behalf, and
14 that I am serving as a PAGA representative. Prior to the filing of the complaint, I assisted my
15 attorneys by discussing Artemis Headlands’ policies and practices, providing documents,
16 answering questions, and coordinating with other representatives. Throughout the case, I
17 remained in contact with my attorneys, who were available whenever I needed guidance or had
18 questions.

19 9. I understood that bringing this action in a representative capacity meant I was pursuing
20 relief not only for myself, but also for other current and former employees of Artemis Headlands
21 in California. I believed many employees were unaware of their labor rights or hesitant to come
22 forward due to fear of retaliation or the burdens of litigation. I therefore devoted significant time
23 to assisting with discovery and other responsibilities in furtherance of this case.

24 10. I made myself available to participate in mediation on May 20, 2025, before Judge Cole.
25 That mediation did not result in settlement because Artemis Headlands failed to provide accurate
26 and up-to-date sampling information, which limited the ability to engage in productive settlement
27 negotiations. I later made myself available again on August 14, 2025, for a second mediation
28 with mediator Kelly Knight, where the parties reached a settlement. I discussed the settlement

1 terms with my attorneys and understood that I was representing absent aggrieved employees. I
2 sought the best possible outcome for the class and believe the settlement reached provides a
3 favorable and reasonable resolution. I reviewed and signed the long-form settlement agreement
4 on December 8, 2025.

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

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

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

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23 RENE AMEL PERALTA
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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