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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

**[PROPOSED] FINAL APPROVAL OF
CLASS SETTLEMENT ORDER AND
JUDGMENT**

*Assigned for All Purposes to Dept. C-75
Hon. Euketa Oliver*

Date: July 17, 2026
Time: 9:00 a.m.
Dept: C-75

The motion of Plaintiffs Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Matthew Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta (collectively “Plaintiffs”) for an order finally approving the Proposed Class Action Settlement (*the* “Settlement”) with Defendant ARTEMIS HEADLANDS, LLC (“Defendant”) duly came on for hearing on July 17, 2026, before the Honorable Judge Euketa Oliver.

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**[PROPOSED] FINAL APPROVAL OF CLASS SETTLEMENT
ORDER AND JUDGMENT**

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I. FINDINGS

Based on the oral and written argument, and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Settlement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of San Diego, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Four Hundred and Eighty Five Thousand Dollars (\$485,000) and the terms set forth in the Settlement Agreement between the Parties are fair, reasonable and adequate. The Gross Settlement Amount will settle all issues pending between the Parties and will be made in full and final settlement of the released Settlement Class Members. The Gross Settlement Amount includes all payments of settlement shares to the participating Settlement Class Members, penalties recoverable to the PAGA, Settlement Administrator expenses, enhancement payments to Class Representatives, and Class Counsel's attorneys' fees and costs. The Settlement Amount is non-reversionary; the entirety of the fund shall be paid out.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the settlement, the significant risks relating to certification, liability, and issues related to damages, and the assistance of an experienced mediator in the settlement process, among other things, all support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On February 6, 2026, the Court granted preliminary approval of the Settlement. At the same time, the Court approved conditional certification of the Class for Settlement purposes only. This is further reflected in the Court's February 6, 2026, order granting preliminary approval.

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1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by U.S.
3 mail to members of the Class at their last known addresses on or about March 9, 2026. Mailing
4 of the Class Notice to the Class Members last known address was the best notice option under
5 the circumstances and was reasonably calculated to communicate actual notice of the litigation
6 and the proposed settlement to the Class. No Class Notices were determined to be undeliverable.

7 7. The Class Notice given to the Class Members fully and accurately informed the Class
8 Members of all material elements of the proposed Settlement and of their opportunity to object
9 to or comment thereon or to seek exclusion from the Settlement; was valid, due and sufficient
10 notice to all Class Members; and complied fully with the laws of the State of California, the
11 United States Constitution, due process and other applicable law. The Class Notice fairly and
12 adequately described the Settlement and provided Class Members adequate instructions and a
13 variety of means to obtain additional information.

14 8. The deadline for opting out of the Class or submitting written objections to the Settlement
15 was April 23, 2026. There was adequate interval between notice and the deadline to permit Class
16 Members to choose what to do and act on their decision. A full opportunity has been afforded to
17 the Class Members to participate in this hearing, and all Class Members and other persons
18 wishing to be heard have been heard. Class Members also have had a full and fair opportunity to
19 exclude themselves from the proposed Class and Settlement. Accordingly, the Court determines
20 that all Class Members who did not timely and properly submit a request for exclusion are bound
21 by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of Settlement**

23 9. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48
24 Cal.App.4th 1794 (1996).

- 25 a. The Settlement was reached through arm's-length bargaining between the parties
26 during a full day mediation before Kelly Knight, a distinguished complex
27 litigation jurist. There has been no collusion between the parties in reaching the
28 proposed settlement.

- b. Plaintiffs' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.
- c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.
- d. The percentage of objectors at the time of filing is 0, and the requests for exclusion at the time of filing is 1.
- e. The participation rate was high. After the close of the opt-out period, 203 Class Members (63 CRU and 140 Non-CRU Class Members) will be mailed a settlement payment representing 100% of the potential Class.

10. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strength and weaknesses of the claims asserted in this action and is fair, reasonable, and adequate compensation for the release of the Class Members' claims, given the uncertainties and risks of the litigation, and delays which would ensue from continued prosecution of the action.

11. The Agreement is approved as fair, adequate, and reasonable in the best interests of the Class Members.

Class Representative Service Payments

12. The Agreement provides for a Class Representative Service Payments of \$5,000.00 to each named Plaintiff, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of \$5,000 to the Plaintiffs is reasonable in light of the risks and burdens undertaken by the Plaintiffs in the litigation, for the time and effort in bringing and prosecuting this matter on behalf of the Class, and for the execution of a general release.

Plaintiff Ruth Joy Segovia Payment

13. The Agreement provides for an individual payment of \$20,000.00 to Plaintiff Ruth Joy Segovia for her claim for Retaliation in Violation of Cal. Lab. Code § 1102.5, subject to the Court's approval. The Court finds that Plaintiff Ruth Joy Segovia's Payment in the amount of \$20,000 is reasonable in light of her alleged claim for Retaliation.

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15. The Agreement provides for PAGA payment out of the Gross Settlement Amount of thirty thousand (\$30,000) dollars. Sixty Five percent of the PAGA Settlement or Nineteen Thousand Five Hundred (\$19,500) dollars is to be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining Thirty Five percent (35%) or Ten Thousand Five Hundred (10,500) dollars to be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. The Court finds this PAGA Payment to be reasonable. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

All individuals who are or were employed by Artemis Headlands as non-exempt hourly employees in California during the Class Period.

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

1 4. The payment of the Class Representative Service Payments in the amount of **\$5,000.00**
2 to each Plaintiff is approved.

3 5. The payment of **\$5,450.00** to the Settlement Administrator for their fees and expenses is
4 approved.

5 6. The PAGA Payment of **\$30,000.00** is approved and shall be allocated in accordance with
6 the Agreement.

7 7. An award of **\$161,650.50** for Attorneys' fees, representing one-third of the Gross
8 Settlement Amount, and **\$17,881.43** for litigation costs and expenses, is reasonable, in light of
9 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
10 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
11 and billing statements.

12 8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final
13 Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
14 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
15 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
16 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
17 as, or may be used as an admission by or against Defendant of any fault, wrongdoing, or liability
18 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
19 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
20 an admission or concession with regard to the denial or defenses by Defendant. Notwithstanding
21 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
22 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
23 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or
24 other theory of claim or issue preclusion or similar defense as to the Released Class Claims.

25 9. If the Agreement does not become final and effective in accordance with the terms of the
26 Agreement, then this Final Approval Order and Judgment, and all orders entered in connection
27 herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their
28 respective positions as of before entering into the Agreement, and expressly reserve their

1 respective rights regarding the prosecution and defense of this Action, including all available
2 defenses and affirmative defenses, and arguments that any claim in the Action could not be
3 certified as a class action and/or managed as a representative action.

4 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

5 1. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
6 jurisdiction to construe, interpret, and enforce the Agreement, to hear and resolve any contested
7 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising
8 from or in connection with the distribution of settlement benefits.

9 2. The Parties are authorized to agree to and to adopt such amendments, modifications, and
10 expansions of the Agreement and all exhibits attached thereto which are consistent with this Final
11 Approval Order and Judgment and as approved by the Court.

12 3. As of the Effective Date and upon full funding of the Gross Settlement Amount, each
13 Class Member who has not validly opted out has released the Released Class Claims against the
14 Defendant and all of the Released Parties as set forth in the Agreement.

15 4. As used in herein, the quoted terms have the meanings set forth below:

- 16 a. "Released Class Claims," per the Agreement, means all Class Members, on behalf
17 of themselves and their respective former and present representative, agents,
18 attorneys, heirs, administrators, successors, and assigns, the Released Parties from
19 any and all claims, rights, demands, liabilities, penalties, and causes of action,
20 whether known or unknown, whether alleged or not, arising from the same set of
21 operative facts as those alleged in pleadings filed in this Action, including but not
22 limited to the Complaint, as will be amended to include class-action claims
23 pursuant to the parties' agreement, or the applicable LWDA letters, including
24 those claims which could have been asserted based on the facts alleged in the
25 pleadings filed in the Action, including but not limited to the Complaint as will
26 be amended to include class-action claims pursuant to the parties' agreement, as
27 well as the LWDA letters included amended LWDA letters related to the Action
28 through the Release Period. Moreover, this release includes a court-approved

1 release of all claims under the Private Attorney General Act of 2004 (“PAGA”
2 for all PAGA penalties that were sought in the Action, and/or could be recovered
3 based on any allegation or cause alleged in the Action. Further, all Settlement
4 Class Members shall release all claims under Labor Code sections 201, 202, 2023,
5 204, 204.1, 210, 218.6, 221, 2266 subd. (a), 226.3, 226.7, 256, 510, 511, 512, 516,
6 551, 552, 558, 1174, 1194, 1194.2, 1997, 1997.1, 1198, 2802, 2803, 2804.

7 b. “Released PAGA Claims,” means all Settlement Class members, including but
8 not limited to all Non-Participating Class Members who are PAGA members, will
9 release, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns
11 any and all claims for civil penalties under PAGA against the Released Parties
12 that arise out of or reasonable relate to the claims and/or causes of action alleged
13 in the Action or could have been alleged based on the factual allegations in the
14 Action or any later-filed Complaint filed in the Action. All PAGA Members who
15 worked for Defendants during the PAGA Period will release the PAGA claims
16 described herein and will receive a portion of the amount set aside as PAGA
17 penalties, regardless of whether they opt out of the release of the Class Claims.
18 All PAGA Members also release all claims for all PAGA penalties based on
19 alleged violations of Labor Code sections 201, 202, 203, 204, 204.1, 210, 218.6,
20 221, 226 subd. (a), 226.3, 226.7, 256, 510, 511, 512, 516, 551, 552, 558, 1174,
21 1174.4, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2803, 2804.

22 c. If any Aggrieved Employee does bring a claim for penalties brought on behalf of
23 the LWDA, Defendant can assert this Settlement as a defense. The Settlement has
24 claim preclusion, issue preclusion, or other effects if an Aggrieved Employee
25 were to bring a subsequent claim on behalf of the LWDA concerning the same
26 primary rights that were at issue in this case. Any such defense would exist
27 because of the claim and issue preclusion effect against the LWDA. (See *Lacour*
28 *v. Marshalls of CA, LLC*, (2021) 2021 WL 22111953 [addressing “claim

preclusion effect of settlements of claims brought as an agent or proxy of the LWDA under PAGA”]

- a. “Released Parties”, as per the Agreement means (a) Defendant Artemis Headlands, LLC, (b) Defendant Artemis Headlands’ heirs, former, present, and future parents, owners, subsidiaries and affiliated companies, and (c) each of their officers, directors, employees, and shareholders, specifically including Mauro Ormedilla.

5. As of the Effective Date and upon full funding of the Gross Settlement Amount, Defendant shall receive a release from the State of California and the Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

6. As of the Effective Date and upon full funding of the Gross Settlement Amount, Plaintiffs generally, release and discharge the Released Parties from any and all claims between them that occurred during the Class Period as set forth fully in the Agreement.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated:

HON. JUDGE EUKETA OLIVER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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 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