

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

Brooke B. Nevels (SBN 302994)
Christopher E. Nichols (SBN 316417)
NEVELS NICHOLS, LLP
10650 Trenea Street, Suite 212
San Diego, CA 92131
Telephone: (619) 374-1100
Email: BNevels@NevelsNichols.com
Email: CNichols@NevelsNichols.com
Please also serve: Service@NevelsNichols.com

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 FARANAK
KIANFAR 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 FARANAK KIANFAR, 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 FARANAK KIANFAR IN SUPPORT OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**

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

3 **MY EMPLOYMENT**

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

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

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

26 **MY ROLE IN THE LITIGATION**

27 6. As a result of these violations, and after discussing my experiences with Plaintiff Ruth
28 Joy Segovia, I retained Nevels Nichols, LLP, a law firm experienced in class action litigation and

1 California Labor Code claims. I have no personal or familial relationship with my attorneys or
2 any officer of the Court, and I am not involved in litigation against any other member of the class.
3 My attorneys represent me solely in connection with this lawsuit.

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

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

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

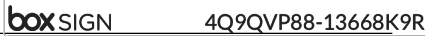
22 10. I made myself available for mediation on May 20, 2025, before Judge Cole. That
23 mediation was unsuccessful because Artemis Headlands failed to provide accurate and current
24 sampling data, which prevented meaningful negotiations. I again participated in mediation on
25 August 14, 2025, with mediator Kelly Knight, where the parties ultimately reached a settlement.
26 I discussed the settlement terms with my attorneys, understood my responsibility to represent
27 absent aggrieved employees, and sought the best possible outcome for the class. I believe the
28

1 settlement achieved a favorable result. I reviewed and signed the formal settlement agreement on
2 December 8, 2025.

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

9 12. Considering the time and effort I devoted to this case, the risks associated with bringing
10 claims against a former employer, the potential reputational consequences, the general release
11 provided, and the overall settlement amount, I believe a representative service payment of five
12 thousand dollars (\$5,000.00) is fair and reasonable. I also believe that the individual twenty-
13 thousand dollar (\$20,000.00) payment to Plaintiff Ruth Joy Segovia for her individual Retaliation
14 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 Mission Viejo, 92692
18 California.

19 
20  box SIGN 4Q9QVP88-13668K9R

21 FARANAK KIANFAR
22
23
24
25
26
27
28

**DECLARATION OF FARANAK KIANFAR IN SUPPORT OF MOTION AND
MOTION FOR PRELIMINARY 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 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.

James C. Fessenden
Lauren M. Guggisberg
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
(858) 597-9600
jfessenden@fisherphillips.com
lguggisberg@fisherphillips.com
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