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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,	)	CASE NO. 24CU020914C
Plaintiffs,	)	
vs.	)	DECLARATION OF RUTH JOY SEGOVIA IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT
ARTEMIS HEADLANDS, LLC, a Delaware corporation; MAURO ORMEDILLA, an individual; and DOES 1 through 25, inclusive,	)	<i>Assigned for All Purposes to Dept. C-75 Hon. Euketa Oliver</i>
Defendants.	)	Date: July 17, 2026 Time: 9:00 a.m. Dept: C-75

I RUTH JOY SEGOVIA, 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 others similarly situated. I submit this declaration in support of the Motion for Final Approval of Class Settlement, in support of my application for a representative enhancement award, and in support for my application for an individual retaliation claim award.

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.

DECLARATION OF RUTH JOY SEGOVIA IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT

MY EMPLOYMENT

3. I worked for Defendant Artemis Headlands LLC (“Artemis Headlands”) in California from in or around July 2020, to November of 2022. During my employment with Artemis Headlands, I was classified as a non-exempt employee.

4. During my employment with Artemis Headlands, I experienced multiple wage & hour issues, meal & rest break issues, failure to reimburse issues, and retaliation. While I was working with Artemis Headlands, beginning on or around October 2022, through the end of my employment I tendered several complaints to Artemis Headlands, which included topics of unsafe work environment, California Labor Code Violations, sexual abuse, and policy violations. That year, I received an extremely negative annual review, despite all my prior annual reviews being exemplary. Following my negative annual review, I saw a reduction in my employee benefits, and reduced authority and responsibility, which I believe stems from me tendering multiple complaints to Artemis Headlands, with their intention to retaliate against me and discourage me from submitting future complaints.

5. My shifts consistently consisted of twelve-hour shifts, which were scheduled between one to three times per week, and sometimes more depending on Artemis Headlands needs. During these shifts, I never received overtime pay or double time wages despite working more than eight hours in a single shift. Additionally, during these shifts I was not allowed to take my required rest and meal breaks at my legally permissible time. Rather, I had to at times work over the fifth hour of work before being able to take a meal break or I would be instructed to clock out for my meal break but then have to continue working. For all the shifts which I worked over ten hours, I was often not provided with a second meal break. Artemis Headlands never encouraged me to take a second meal break, and when I attempted to they were often interrupted due to our workload.

6. Regularly, I was required to work in excess of four hours and was not provided with a ten-minute rest period. Whenever I worked for more than eight hours, I was also not permitted to take a third ten-minute rest period. At all times, I was never compensated for missed meal or rest break premiums. I was never reimbursed by Artemis Headlands for necessary expenditures

1 which incurred as a direct consequence of the discharge of my job duties, such as reimbursement
2 for cell phone use. I was often required to use my personal phone in the execution of my job
3 duties but was never compensated by Artemis Headlands. Due to Artemis Headlands never
4 properly calculating and recording my amount of time worked, I never received pay for all
5 required overtime, which resulted in never receiving accurate itemized wage statements from
6 Artemis Headlands. My belief is that these issues also impacted other employees for Artemis
7 Headlands.

8 7. Additionally, with respect to my retaliation claim, I tendered several claims to Artemis
9 regarding Defendant's unlawful employment practices, including certain violations of the Labor
10 Code, unsafe working environments, ineffective HR Anti-Retaliation policies. Shortly after the
11 complaints, my employment was terminated.

12 MY ROLE IN THE LITIGATION

13 8. Because of the issues explained above, I retained the law firm of Nevels Nichols, LLP,
14 which this firm is experienced in both class action litigation and claims against employers for
15 violations of the California Labor Code. I have no personal relationship or family ties to my
16 attorneys or any officer of the Court. I am not involved in any litigation against another member
17 of the class in this case and my attorneys are not working on my behalf in another capacity other
18 than representing me in this lawsuit.

19 9. I decided to file this lawsuit for the benefit of myself and other current and former non-
20 exempt employees who worked for Artemis Headlands and be a Representative because I felt
21 that my legal rights as an employee and the rights of others like me had been violated. For
22 example, I feel that Artemis Headlands violated my right to be paid all wages that were due to
23 me for all hours worked and for the correct rates.

24 10. This case was filed on October 31, 2024. This lawsuit exists because I reached out to
25 counsel to seek legal assistance related to employment with Artemis Headlands. My attorneys
26 have explained to me that my case has a Private Attorney's General Act ("PAGA") component
27 to it, which is based off a PAGA letter sent on my behalf. Thus, I am a PAGA representative and
28 the PAGA claim here exists because of my involvement. Prior to the complaint being filed I

1 spoke with my attorneys regarding the company policies and procedures at Artemis Headlands.
2 I also assisted my attorneys in their investigation into my claims by providing them documents,
3 answering their questions, and aiding them with other Representatives. I would also contact my
4 attorneys from time to time if I had any questions about the case. My attorneys were regularly
5 available when I contacted them, and we had numerous discussions about the case.

6 11. I understood that being a Plaintiff in a representative capacity in this case meant that I
7 was seeking damages and/or penalties not only for myself but also other current and/or former
8 employees who worked for Artemis Headlands in California. I felt that this group of current and
9 former employees were not aware of their labor rights, and even if they were would probably be
10 apprehensive about speaking up or even simply because of the time, effort, and risk involved in
11 filing a class action lawsuit. I expended a significant amount of time on discovery related matters
12 in this case.

13 12. I made myself available in person and attended the mediation on May 20, 2025, with
14 Judge Cole where the Parties were unable to settle the matter as Artemis Headlands did not
15 provide accurate and up-to-date samplings, which hindered productive and meaningful
16 negotiations. I made myself available again on August 14, 2025, where we attended a second
17 mediation with Kelly Knight, where the Parties agreed to a Settlement. I spoke with my attorneys
18 regarding the terms of the Settlement, which was reached between the Parties, and understood
19 that I was representing absent aggrieved employees, and therefore wanted the best possible result
20 to be obtained for the class, and I believe a very positive result was in fact achieved via
21 Settlement. I reviewed and signed the long form Settlement Agreement on December 8, 2025.

22 13. I have been involved in this representative lawsuit performing the duties described above.
23 I was in contact with my attorneys and spent significant hours participating in discovery and
24 mediation. While I did not keep an exact time sheet of hours work, I estimate that I spent sixty
25 (60) to eighty (80) hours working on this case. My understanding is that future tasks may require
26 additional hours of my time. I believe I have been diligent and have done what is expected of a
27 named Plaintiff in a representative action to date and will continue to do so. I have and always
28 will maintain the best interest of the class.

**DECLARATION OF RUTH JOY SEGOVIA IN SUPPORT OF MOTION FOR FINAL
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14. In light of all the time and effort I have spent on this case, the risk I undertook suing a former employer, the reputational risk that future employers may hold this lawsuit against me, the general release, and in light of the size of the Settlement, I believe the request for five thousand dollars (\$5,000.00) as a representative service payment and twenty thousand dollars (\$20,000) for my individual retaliation claim is both fair and reasonable.

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

Rj Segovia

boxSIGN 4LP5ZYW9-15V2V73W

RUTH JOY SEGOVIA

**DECLARATION OF RUTH JOY SEGOVIA 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 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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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