

Clerk of the Superior Court
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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 RUTH JOY
SEGOVIA 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 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 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, and in support for my application for a individual retaliation claim award.

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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 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

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1 to take a third ten-minute rest period. At all times, I was never compensated for missed meal or
2 rest break premiums. I was never reimbursed by Artemis Headlands for necessary expenditures
3 which incurred as a direct consequence of the discharge of my job duties, such as reimbursement
4 for cell phone use. I was often required to use my personal phone in the execution of my job
5 duties but was never compensated by Artemis Headlands. Due to Artemis Headlands never
6 properly calculating and recording my amount of time worked, I never received pay for all
7 required overtime, which resulted in never receiving accurate itemized wage statements from
8 Artemis Headlands. My belief is that these issues also impacted other employees for Artemis
9 Headlands.

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

14 MY ROLE IN THE LITIGATION

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

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

26 10. This case was filed on October 31, 2024. This lawsuit exists because I reached out to
27 counsel to seek legal assistance related to employment with Artemis Headlands. My attorneys
28 have explained to me that my case has a Private Attorney's General Act ("PAGA") component

1 to it, which is based off a PAGA letter sent on my behalf. Thus, I am a PAGA representative and
2 the PAGA claim here exists because of my involvement. Prior to the complaint being filed I
3 spoke with my attorneys regarding the company policies and procedures at Artemis Headlands.
4 I also assisted my attorneys in their investigation into my claims by providing them documents,
5 answering their questions, and aiding them with other Representatives. I would also contact my
6 attorneys from time to time if I had any questions about the case. My attorneys were regularly
7 available when I contacted them, and we had numerous discussions about the case.

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

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

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

1 named Plaintiff in a representative action to date and will continue to do so. I have and always
2 will maintain the best interest of the class.

3 14. In light of all the time and effort I have spent on this case, the risk I undertook suing a
4 former employer, the reputational risk that future employers may hold this lawsuit against me,
5 the general release, and in light of the size of the Settlement, I believe the request for five
6 thousand dollars (\$5,000.00) as a representative service payment and twenty thousand dollars
7 (\$20,000) for my individual retaliation claim is both fair and reasonable.

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9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct. Executed on Dec 30, 2025, 2025, at San Diego,
11 California.

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15 RUTH JOY SEGOVIA
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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