

CENTURION TRIAL ATTORNEYS, APC

Robert A. Waller, Jr. (SBN 169604)

robert@centurionta.com

Ryan Stygar (SBN 332764)

ryan@centurionta.com

Danielle M. Rini (SBN 343770)

danielle@centurionta.com

8880 Rio San Diego Dr., Ste. 800

San Diego, CA 92108

Telephone: (888) 225-5792

Facsimile: (760) 753-3206

Attorneys for Plaintiff, DAISY GONZALEZ, individually
and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DAISY GONZALEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVENT GLOBAL SOLUTIONS, INC., a
New Jersey Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.:23STCV26886

*Assigned for All Purposes to:
Honorable Timothy Patrick Dillon, Dept. 15*

**DECLARATION OF RYAN STYGAR IN
SUPPORT OF PLAINTIFF'S REQUEST
FOR DISMISSAL OF INDIVIDUAL
CLAIMS WITH PREJUDICE AND
REPRESENTATIVE CLAIM UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT WITHOUT PREJUDICE**

Complaint Filed: November 2, 2023
Trial Date: Not Assigned

I, Ryan Stygar, declare:

1. I am co-counsel of record with attorneys Robert A. Waller, Jr. and Danielle M. Rini for the Plaintiff Daisy Gonzalez. I have personal knowledge of the following facts and if called to do so I would testify as follows.

1 2. I am a licensed attorney in California and a member in good standing of the State
2 Bar of California. I make this declaration in support of plaintiff's motion for approval of
3 settlement of the entire action.

4 3. Plaintiff originally filed this matter as a class action seeking recovery of
5 unreimbursed business-related internet expenses from Defendants ADVENT GLOBAL
6 SOLUTIONS, INC., a New Jersey Corporation and DOES 1 through 50, inclusive (collectively
7 referred to as "ADVENT"). Plaintiff then filed the operative First Amended Complaint ("FAC")
8 adding claims on behalf of herself and all other "aggrieved employees" pursuant to the California
9 Private Attorney General Act ("PAGA").
10

11 4. On November 12, 2025, the Court denied Plaintiff's Motion for Class
12 Certification, and following such ruling, this matter now consists solely of Plaintiff's individual
13 claims and Plaintiff's individual and representative PAGA claims. The Parties acknowledge that
14 there are no pending class claims.
15

16 5. On August 12, 2026, Plaintiff DAISY GONZALEZ and Defendant ADVENT
17 agreed that Plaintiff would settle her individual claims (which would be dismissed with prejudice)
18 and request approval for dismissal without prejudice of Plaintiff's PAGA claims as required by
19 C.R.C. 3.770, and California Labor Code §2699(s)(2).
20

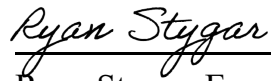
21 6. Plaintiff's individual settlement is contingent on the court approving dismissal of
22 the PAGA claims without prejudice, after which Plaintiff will dismiss her individual claims with
23 prejudice. The agreement reflects a commitment to avoid further litigation and resolve the issues
24 amicably.
25

26 7. By finalizing the settlement agreement, Ms. Gonzalez and ADVENT agree to
27 release each other from any and all claims related to the dispute. Plaintiff and Defendant entered
28

1 into an individual settlement of Ms. Gonzalez's individual claims with prejudice and all other
2 claims of the PAGA aggrieved employees without prejudice.

3 8. Through discovery, it was determined there are no PAGA "aggrieved employees"
4 and thus no portion of the settlement proceeds to Ms. Gonzalez are allocated to her PAGA claims.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct, and that this declaration was executed on this 14th of August in the
7 City of San Diego, County of San Diego, State of California.
8

9
10 
11 Ryan Stygar, Esq.

12 4933-0799-3281, v. 2
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28