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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN MATEO**

16 AMANDA NUNEZ, an individuals, on behalf
17 of herself and on behalf of all person similarly
18 situated,

18 Plaintiff,

19 vs.

19 UNIVERSITY HEALTHCARE ALLIANCE.,
20 a corporation; and DOES 1 through 50,
21 inclusive,

21 Defendants.

CASE NO.: 23-CIV-05931

DECLARATION OF RYAN STYGAR

Hearing Date: January 27, 2026
Hearing Time: 2:00 p.m.

Judge: Hon. Nancy L. Fineman
Dept: 4
Courtroom: 4C
Action Filed: December 14, 2023

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DECLARATION

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1. I am an attorney at law, duly licensed to practice in the State of California and I am an attorney at Centurion Trial Attorneys, APC. As such, I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

3. I graduated from the University of California, Santa Barbara with a B.A. in Philosophy in 2015. Thereafter I attended California Western School of Law, where my research, *Thinking Outside the Box: A Point-Based System of Reintegration for California's Inmate Firefighters* was published in Volume 56, Issue 2 (2020) of the California Western Law Review. I graduated *Magna Cum Laude* in 2020. I became a member of the California State Bar in January 2021. In that same month, I began representing plaintiffs in the area of employment law, wage and hour, class action, and Private Attorney General Act claims.

5. I am fully familiar with the legal and factual issues in this case, and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth below.

- (1) Superior Court of the State of California, County of Alameda, *Brady Santos v. Worldpac Inc.*, Case No.: RG21089090
- (2) Superior Court of the State of California, County of San Diego, *Kelly Bell v. Scripps Health Inc.*, Case No.: 37-2022-00005620-CU-OE-CTL.

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1 (3) Superior Court of the State of California, County of Los Angeles, *Julia Ramos*
2 *v. The Matian Firm, a California Professional Corporation*, Case No.:
3 23STCV05672

4 (4) Superior Court of the State of California, County of Los Angeles, *Nigina Calvo*
5 *v. ATTN: Inc., et al.* Case No.: 23STCV17216

6 (5) United States District Court, Southern District of California, *Briana Gallardo v.*
7 *Amazon.com Services, LLC* Case No.: 3:22-cv-00297-LAB-AHG (Active)

8 (6) Superior Court of the State of California, County of San Bernardino, *Alex*
9 *Hague v. Hub Trucking Group, Inc.* Case No.: CIVSB2328153 (Active)

10 7. The settlement that has been reached, subject to this Court's approval, is the
11 product of substantial effort by the parties and their counsel. The settlement was reached after
12 extensive factual and legal investigation and research, numerous discussions, exchanges of
13 documents and information, and correspondence. The settlement amount is, of course, a
14 compromise figure. It took into consideration the risks related to liability, damages, and all the
15 defenses asserted by Defendant.

16 8. Plaintiffs assert that the wage and hour claims and the claims for resulting penalties
17 would be certified. Plaintiffs' counsel reviewed documents produced by Defendant, including but
18 not limited to time and payroll records, and based thereon reasonably believed that Plaintiffs
19 would have a significant chance of certifying the class.

20 9. On the other hand, Defendant has argued that Plaintiffs cannot meet the
21 requirements of class certification. Defendant further contends that class certification would not be
22 warranted because individual liability issues predominate Plaintiffs' claims.

23 10. While Plaintiffs believe in their chance of success of certifying the claims,
24 Plaintiffs recognized the potential risk, expense and complexity posed by further litigation.
25 Litigating Plaintiffs' claims in this litigation—claims that involve numerous Class Members during
26 the class period—would require substantial additional preparation and discovery and ultimately
27 would involve the deposition and presentation of numerous witnesses (including expert
28 witnesses), as well as the consideration, preparation and analysis of expert reports. Therefore,
should litigation have progressed any further, there would have been significant expense incurred
by each side.

11. Again, Plaintiffs and Defendant have very strong positions on liability in this case. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in Plaintiffs' operative complaint.

12. In light of the sharply contested legal and factual issues, the risks of continued litigation, and substantial benefits to Class Members under the settlement, the terms and conditions of this class settlement are fair and reasonable to all sides.

13. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. These are the same hourly rates that we charge to our hourly clients who have retained us for non-contingent PAGA, class action, and other matters, and which are actually paid by those clients. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in California and my rate is commensurate with that of the market taking into consideration my three years of practice in this field of law.

14. The fee request sought herein is reasonable in light of the contingent nature or the fee, the amount of work performed, the quality of work performed, and the results obtained for the class.

15. I have not to date received any fees in this case and I have not received any reimbursement or remuneration for the litigation costs and expenses I have paid.

16. For the foregoing reasons, I request the court grant final approval of the class settlement in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct this 25th Day of September, 2025, in San Diego, California.

By,

Dated: September 25, 2025

/s/ Ryan Stygar

RYAN STYGAR, ESQ.

DECLARATION