

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232
Website: www.bamlawca.com
Email: kyle@bamlawca.com

CENTURION TRIAL ATTORNEYS, APC

Ryan Stygar (State Bar #332764)
Email: ryan@centurionta.com
8880 Rio San Diego Dr., Suite 800
San Diego, CA, 92108
Telephone: (888) 225-5792
Facsimile: (858) 275-2889

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CHEYENNE GARCIA, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

LIBOR MANAGEMENT LLC, a limited
liability company; CHOICE HOTELS
INTERNATIONAL SERVICES CORP., a
corporation; CHOICE HOTELS
INTERNATIONAL, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **24CU006073C**

DECLARATION OF RYAN STYGAR

Hearing Date: August 21, 2026
Hearing Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan
Dept.: 66

Date Action Filed: August 15, 2024
Trial Date: Not set

I, Ryan Stygar, declare as follows:

DECLARATION OF RYAN STYGAR

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

5 2. This declaration is made in support of Plaintiffs' Motion for Final Approval.

6 3. I graduated from the University of California, Santa Barbara with a B.A. in
7 Philosophy in 2015. Thereafter I attended California Western School of Law, where my research,
8 *Thinking Outside the Box: A Point-Based System of Reintegration for California's Inmate*
9 *Firefighters* was published in Volume 56, Issue 2 (2020) of the California Western Law Review. I
10 graduated *Magna Cum Laude* in 2020. I became a member of the California State Bar in January
11 2021. In that same month, I began representing plaintiffs in the area of employment law, wage and
12 hour, class action, and Private Attorney General Act claims.

13 4. I am the author of *Get It in Writing: The Ultimate Guide to Your Rights at Work*—A
14 reference manual covering a range of employment law issues, including but not limited to wage and
15 hour laws, the Fair Labor Standards Act, and state labor codes as they related to wage and hour
16 rights.

17 5. Prior to starting my own law firm, I was a law clerk for the Honorable Judge Kenneth
18 Medel at the California Superior Court, Central Division of the County of San Diego, externed at
19 the U.S. Attorney's Office, Civil Fraud Division, and at the San Diego County District Attorney's
20 Office, Superior Court Division. I am admitted to practice in all state courts in California, the United
21 States District Courts of California - Central District and Southern District. I am also an active
22 member of the Consumer Attorneys of California, ("CAOC") the National Employment Lawyer's
23 Association ("NELA"), and I sit on the board for the San Diego County Bar Association, New
24 Lawyers Division.

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

28 7. I currently serve and have previously served as co-counsel in several complex
litigation cases and as co-counsel in PAGA representative actions, including some of the following,
which are set forth below:

(1) Superior Court of the State of California, County of Alameda, *Brady Santos v.*
Worldpac Inc., Case No.: RG21089090
DECLARATION OF RYAN STYGAR

- 1 (2) Superior Court of the State of California, County of San Diego, *Kelly Bell v.*
2 *Scripps Health Inc.*, Case No.: 37-2022-00005620-CU-OE-CTL.
- 3 (3) Superior Court of the State of California, County of Los Angeles, *Julia Ramos v.*
4 *The Matian Firm, a California Professional Corporation*, Case No.:
5 23STCV05672
- 6 (4) Superior Court of the State of California, County of Los Angeles, *Nigina Calvo*
7 *v. ATTN: Inc., et al.* Case No.: 23STCV17216
- 8 (5) United States District Court, Southern District of California, *Briana Gallardo v.*
9 *Amazon.com Services, LLC* Case No.: 3:22-cv-00297-LAB-AHG (Active)
- 10 (6) Superior Court of the State of California, County of San Bernardino, *Alex Hague*
11 *v. Hub Trucking Group, Inc.* Case No.: CIVSB2328153 (Active)
- 12 (7) United States District Court, Central District of California, *Robert Sorey et al, v.*
13 *The Ritz-Carlton Hotel Company*, Case No.: 2:22-cv-08636-FMO-PVC
- 14 (8) Superior Court of the State of California, County of Los Angeles, *Daisy Gonzalez*
15 *v. Advent Global Solutions, Inc.* Case No.: 23STCV26886
- 16 (9) Superior Court of the State of California, County of Los Angeles, *Jasmine Sutton*
17 *et al v. Crossroads Equipment Lease and Finance, LLC*, Case No.:
18 23STCV21046.

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

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

26 10. On the other hand, Defendant has argued that Plaintiffs cannot meet the requirements
27 of class certification. Defendant further contends that class certification would not be warranted
28 because individual liability issues predominate Plaintiffs' claims.

11. While Plaintiffs believe in their chance of success, Plaintiffs recognized the potential
risk, expense and complexity posed by further litigation. Litigating Plaintiffs' claims in this
DECLARATION OF RYAN STYGAR

1 litigation—claims that involve numerous Class Members during the class period—would require
2 substantial additional preparation and discovery and ultimately would involve the deposition and
3 presentation of numerous witnesses (including expert witnesses), as well as the consideration,
4 preparation, and analysis of expert reports. Therefore, should litigation have progressed any further,
5 there would have been significant expense incurred by each side.

6 12. Again, Plaintiffs and Defendant have very strong positions on liability in this case.
7 Defendant denies any liability or wrongdoing associated with the claims alleged in Plaintiffs’
8 operative complaint.

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

12 14. For the foregoing reasons, I request the court grant final approval of the settlement
13 in this case.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct this 28th Day of July, 2026, in San Diego, California.

16 By,

17 Dated: July 28, 2026

18 /s/ Ryan Stygar

19 RYAN STYGAR, ESQ.

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DECLARATION OF RYAN STYGAR