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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

16 JAMES HERNANDEZ, an individual, on
17 behalf of himself and on behalf of all persons
18 similarly situated,

18 Plaintiffs,

19 vs.

20 VERIZON CORPORATE SERVICES
21 GROUP INC., a Corporation; VERIZON
22 CORPORATE RESOURCES GROUP LLC, a
23 Limited Liability Company; and Does 1
24 through 50, Inclusive,

23 Defendants.

CASE NO.: **24STCV20608**

DECLARATION OF RYAN STYGAR

Hearing Date: January 2, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle
Dept: SS-6

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

25 **DECLARATION OF RYAN STYGAR**

27 I, Ryan Stygar, declare as follows:

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

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

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

26 (1) Superior Court of the State of California, County of Alameda, *Brady Santos v.*
27 *Worldpac Inc.*, Case No.: RG21089090

28 (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.

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

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

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

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

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

13 8. While Plaintiffs believe in their chance of success in their claims, Plaintiffs
14 recognized the potential risk, expense and complexity posed by further litigation. Litigating
15 Plaintiffs' claims in this action—claims that involve numerous Class Members during the class
16 period—would require substantial additional preparation and discovery and ultimately would
17 involve the deposition and presentation of numerous witnesses (including expert witnesses), as
18 well as the consideration, preparation and analysis of expert reports. Therefore, should litigation
19 have progressed any further, there would have been significant expense incurred by each side.

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

23 10. Based on my knowledge and experience, the hourly rates charged by my firm are
24 within the range of market rates charged by attorneys of equivalent experience, skill, and
25 expertise. These are the same hourly rates that we charge to our hourly clients who have retained
26 us for non-contingent PAGA, class action, and other matters, and which are actually paid by those
27 clients. I have personal knowledge of the range of hourly rates typically charged by counsel in our
28 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.

11. 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.

12. 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.

13. 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 18th Day of November, 2025, in San Diego, California.

By,

Dated: November 18, 2025

/s/ Ryan Stygar

RYAN STYGAR, ESQ.