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Attorneys for Plaintiff KEVIN MURPHY

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KEVIN MURPHY, individually and
on behalf of all other Aggrieved
Employees,

Plaintiff,

vs.

FUSION LEARNING, INC., a
Delaware Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 2:21-cv-06732-JAK-AS

Related Case No.: 2:22-cv-04497-JAK-AS

**DECLARATION OF HAIG B.
KAZANDJIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 11, 2023

Time: 8:30 a.m.

Place: First Street Courthouse,
350 W. First Street
Courtroom 10B
Los Angeles, CA 90012

Complaint Filed: July 8, 2021

Trial Date: None Set

District Judge: Hon. John A. Kronstadt

Magistrate Judge: Hon. Alka Sagar

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I, HAIG B. KAZANDJIAN, declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am the principal of the Haig B. Kazandjian Lawyers, APC, counsel of record for Plaintiffs. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. If called to testify as to the within facts, I would and could competently do so.

2. The Parties' Settlement was reached after commencing litigation and following contested litigation and arms-length negotiations with opposing counsel in this matter. Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive discovery and exchanged documents, data, and information prior to mediating. As set forth in the declaration of co-counsel filed concurrently herewith, we discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. We concluded - in light of these very real and substantial risks - settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall \$1,250,000 recovery represents a significant percentage of Defendant's potential exposure on the primary "damages" of the class claims. Given these risks, a total recovery for the class is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

3. In December 2011, I obtained a license to practice law from the California State Bar. From approximately January 2012 to the present, I have been the founder of Law Offices of Haig B. Kazandjian. Since 2017, I have been the founder and principal attorney at Haig B. Kazandjian Lawyers APC. My practice focuses on complex cases involving labor and employment, as well as mass tort claims. Currently I am the attorney

1 of record in several employment-related wage and hour putative class actions and PAGA
2 representative actions.

3 4. Plaintiffs and their counsel understand their obligations to the putative Class
4 Members and will vigorously, adequately, and fairly represent the interests of the Class,
5 and there is no antagonism between the interests of the Plaintiffs and those of the Class.
6 Additionally, as detailed in the declarations of counsel filed concurrently herewith,
7 Plaintiffs' Counsel have been appointed as Class Counsel in numerous wage and hour
8 class actions. Plaintiffs and their counsel understand their obligations to the putative
9 Class Members and will vigorously, adequately, and fairly represent the interests of the
10 Class, and there is no antagonism between the interests of the Plaintiffs and those of the
11 Class. Based on Plaintiffs' Counsel's experience litigating wage and hour class actions,
12 and their analysis of settlements and verdicts in other similar cases, Plaintiffs' Counsel
13 believes that the proposed settlement represents an excellent monetary result for the
14 Class, particularly in light of the risks of continued litigation.

15 5. I am well-experienced in wage-and-hour class action litigation as well as
16 PAGA litigation and have gained Final Approval of many wage-and-hour class action
17 cases and PAGA only cases. I have acted as lead counsel on the following class and
18 PAGA cases which gained final approval by the courts: (1) Kalbaklian et al. v. PSI
19 Services LLC (BC637011 – Judge Freeman); (2) Hackett et al. v. Hotei Marketing
20 (BC639589 – Judge Palazuelos); (3) Shamiryan et al. v. Codemetro (BC683326 – Judge
21 Buckley) (4) Gutierrez et al. v. Foremost Foods Corp. (BC706453 – Judge Mooney); (5)
22 Salinas et al. v. True World Foods Los Angeles (18STCV01288– Judge Nelson); (6)
23 Estrada v. TT Fremont Holding, Inc. (19CHCV00193 – Judge Sandvig); (7) Visket v.
24 LA Solar Group Inc (LS030122 – Judge Cotton); (8) Nicholas v. Rockstar Beverage
25 Corp. (19STCV18234 – Judge Court); (9) Glassel v. Toscanova (20VECV00755 – Judge
26 Keeny); (10) Beltran v. Vista Del Mar Child and Family Services (20SMCV01926 –
27 Judge Karlan); (11) Arceo v. Volcano Grill, Inc. (19BBCV00473 – Judge Kralik); (12)
28 Gonzalez-Arellano v. Starchild Interventions (21STCV10947); (13) Ba v. Advantage

1 Gold LLC (20SMCV01687 – Judge Epstein); (14) Godinez v. The Natures Bounty Co.
2 (20CHCV00263- Judge Sandvig; (15) Martinez v. Alfred Club, LLC (19STCV44314-
3 Judge Jones); (16) Cam Luu, et al. v. PMI Management, LLC (21STCV11962) – Judge
4 Leis); (17) Alexandre Passos, et al. v. Beaumont Management Co. Inc., et al.
5 (20VECV00962 – Judge Fahey); (18) Gerardo Linares, et al. v. Adept Fasteners, Inc.
6 (21CHCV00181- Judge Pfahler); (19) Lisa Clark, et al. v. Allstate Investment Group,
7 Inc. (21SMCV00632 - Judge Zukin); (20) Mariam Davtyan, et al. v. IN2VISION
8 Programs, LLC (21NWCV00175- Judge Bernal); (21) Erik Lopez, et al. v. The Switch
9 Enterprises, LLC (21BBCV00710 - Judge Hofer); (22) Arin Shipley, et al. Robsag Inc.,
10 et al. (20GDCV00578 - Judge Leis) (23) Aivazian v Lakeside Medical Group
11 (BC701224-Judge Nelson); (24) Gragoosian v. Volt Management Corporation
12 (20STCV28854- Judge Fruin); (25) Ramirez v. Melrose Gardens LA, LLC
13 (21STCV05842- Judge Tamzarian); (26) Gutierrez v Buca, Inc. (19BBCV01008- Judge
14 Kralik); (27) Gonzalez v 4 Over, LLC, et al. (18STCV01287 – Judge Riff).; (28) Smith
15 v Velocity Aerospace Group, Inc. (20STCV03159 Judge Palazuelos); and (29) Landeros
16 v Gardner Management, Ltd. (20STCV03151 Judge Palazuelos); (30) Bustamante v
17 Calwest Refrigeration, Inc. (CIVSB2119755 Judge Cohn); (31) Baez v Centinela Skilld
18 Nursing & Wellness Centre, East, LLC (21TRCV00270 Judge Tanaka); (32) Hill v.
19 Prime Healthcare Centinela, LLC (20TRCV00071- Judge Tanaka); (33) Kim v. Hi-Temp
20 Metals, Inc. (21CHCV00176 Judge Pfahler).; (34) Passos v Beaumont Management Co.,
21 Inc. (20VECV00962- Judge Fahey); (35) Traub v Roll Up Doors, Inc. (21PSCV00705 –
22 Judge Falls); (36) Rhyoo v. Loan depot (VECV01419 – Judge Cotton); (37) Keraachi v
23 Net2Source Inc (21GDCV01171 – Judge Hofer); (38) Scarpati v Consejosano, Inc.
24 (22BBCV00003 – Judge Kralik); (39) Chenault v. Los Angeles Collective, LLC
25 (21STCV43550 Judge Meiers); (40) Mosley v Tender Home Health (21CHCV00773
26 Judge Sandvig); (41) Cummings v. A Community of Friends (21STCV09262 -Judge
27 Landin); (42) Davtyan v. In2Vision Programs, Inc. (21NWCV00175 - Judge Bernal);
28 (43) Garcia v Alyn Industries, Inc. (21VECV00671 – Judge Watkins); (44) Borillo v

1 S&F Management Company, Inc. (21SMCV01370 Judge Mandel); (45) Panosian v.
2 5905 AHK, LLC (21VECV00401 Judge Salkin); (46) Medina v. Caden (19VECV00781
3 Judge Virginia Keeny); (47) Lopez-Casillas v. PHC Service Co. (21STCV08874 Judge
4 Stephen I. Goorvitch); (48) Banks v. Carter Saco Logistics (21CHCV00399 Judge
5 Stephen P. Phahler); (49) Gamil v. 444-448 W. Windsor, LLC, (22GDCV00100 - Judge
6 David A. Rosen) and (50) Mota v. Mt. Olive, (22PSCV00154- Judge Sirna Savatore).

7 5. Plaintiffs have entered in to a joint prosecution agreement in this case which
8 calls for an 50/50 split between counsel (50% to Haines Law Group, APC; 50% to Haig
9 B. Kazandjian Lawyers, APC) and have consented to the agreement in writing.

10 6. I believe the settlement is fair, reasonable, and in the best interests of the
11 class.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed this 6th day of November, 2023, at Glendale, California.

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17 HAIG B. KAZANDJIAN
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