

HAIG B. KAZANDJIAN LAWYERS, APC

Haig B. Kazandjian, Esq. SBN: 278622

haig@hbklawyers.com

Cathy Gonzalez, Esq. SBN: 310625

cathy@hbklawyers.com

801 North Brand Boulevard, Suite 970

Glendale, California 91203

Tel. 818.696.2306 Fax: 818.696.2307

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

Fletcher W. Schmidt (SBN 286462)

fschmidt@haineslawgroup.com

Matthew K. Moen (SBN 305956)

mmon@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

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 MARC BREWER
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, Marc Brewer, do hereby declare as follows:

1. I am an individual over the age of 18 and have agreed to join this lawsuit as a named Plaintiff. I have personal knowledge of the facts stated in this declaration and if called as a witness I would testify truthfully to the matters stated herein.

2. I worked for Fusion Learning, Inc. (“Fusion”) from approximately August of 2015 through August of 2019 as a Homework Café Teacher and Substitute Teacher at the Warner Center campus. While working for Fusion, I regularly worked about 8 hours per day between 7:30 a.m. and 4:30 p.m. but was not properly compensated for my time because of Fusion’s policy of providing its employees one hour of pay for the classes that we were scheduled to teach, as opposed to just having myself and other putative class members confirm whether a class took place.

3. While working at Fusion during the time period covered in this lawsuit, I often did not get my lunch until after I had worked more than five hours. I did not always receive a full 30-minutes for lunch or uninterrupted rest breaks when I worked for Fusion. I was also not permitted to leave the classroom during my rest breaks.

4. At the time I decided to join this lawsuit as a named Plaintiff, I understood that this lawsuit could benefit Fusion employees by facilitating the recovery of their unpaid premiums for meal and rest period violations, in addition to associated penalties. I was also aware that there was a risk that I could be liable for Fusions' costs and possibly attorneys' fees if I lost the case. I accepted this risk because I wanted Fusion to compensate its employees as required by law. Having worked for Fusion for approximately four years, it was my impression that other employees (especially current employees) would not want to risk retaliation by filing a lawsuit. However, even though I understood that filing a lawsuit is a public record, I accepted that risk for the benefit of the other employees of Fusion.

5. I have been actively involved in this case since agreeing to join the lawsuit as a named Plaintiff. Among other things, I gathered and reviewed documents and records for use in the lawsuit, and discussed Fusion' meal and rest period policies and

1 practices with my attorneys. I also assisted my attorneys in identifying other potential
2 witnesses and class members. I have met with my attorneys on numerous occasions, to
3 discuss the lawsuit, review documents and discovery, and discuss strategy. I also spent
4 a significant amount of time discussing the facts of the case and reviewing documents
5 produced by Fusion in preparation of mediation. I would estimate that I have spent more
6 than 20 hours on these activities in order to move the case forward.

7 6. The terms of the proposed settlement have been explained to me, and I
8 believe that the settlement is fair for all members of the Settlement Class in light of the
9 risks of further litigation.

10 7. I understand that my attorneys will request that the Court award me an
11 incentive award in the amount of \$5,000.00 for my service and efforts on behalf of the
12 proposed Settlement Class. My support for the proposed settlement is not contingent on
13 me receiving this amount. Through this proposed settlement, I am also agreeing to a
14 general release which does not apply to the other class members.

15 8. I am not related to anyone associated with the Haig B. Kazandjian Lawyers,
16 APC or at Haines Law Group, APC. I have not entered into any undisclosed agreements
17 nor have I received any undisclosed compensation in this case. The only compensation
18 I will receive is whatever amount the Court awards as an enhancement payment, as well
19 as my share of the settlement fund as a class member. Taking into consideration the time
20 that I have dedicated to this case, and the risk that I have taken, (because of the possibility
21 that my current employer, and future employers, might discover that I have served as the
22 lead plaintiff in this case and retaliate against me), I believe that this amount sought as
an incentive award is reasonable.

23 9. I understand that Haig B Kazandjian Lawyers APC and Haines Law Group,
24 APC will share the attorney fees in this action. I agreed to this in writing. I understand
25 that the amount of attorney's fees will not increase as a result of this fee sharing.

26 I declare under penalty of perjury under the laws of the United States and
27 California that the foregoing is true and correct.
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1 Executed at Valencia, California on November 6th, 2023.

2 *MarcBrewer*

3 MARC BREWER

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DECLARATION OF MARC BREWER IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT