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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 GARRISON
MORENO 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, Garrison Moreno, 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 January of 2022 through July of 2022 as a teacher. I worked on campus at the Fusion Pasadena location. While working for Fusion, I regularly worked about 8 hours per day between 9:30 a.m. and 5:30 p.m. but was not properly compensated for my time due to Defendant's illegal policy of only providing its employees one hour of pay for the classes they were scheduled to teach, instead of maintaining a proper timekeeping system that recorded actual time worked.

3. While working at Fusion during the time period covered in this lawsuit, I often had to work off the clock in order to plan lessons and complete other required duties because Fusion only provided 10 minutes of planning time per 50 minute class session.

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 half a year, 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 practices with my attorneys. I also assisted my attorneys in identifying other potential

1 witnesses and class members. I have met with my attorneys on numerous occasions, to
2 discuss the lawsuit, review documents and discovery, and discuss strategy. I also spent
3 a significant amount of time discussing the facts of the case and reviewing documents
4 produced by Fusion in preparation of mediation. I would estimate that I have spent more
5 than 18 hours on these activities in order to move the case forward.

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

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

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

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

25 I declare under penalty of perjury under the laws of the United States and
26 California that the foregoing is true and correct.

27 Executed at Oceanside, California on November 6th, 2023.
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GARRISON MORENO

DECLARATION OF GARRISON MORENO IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT