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

KEVIN MURPHY, GABRIEL  
SCHWARTZ, MARC BREWER, and  
GARRISON MORENO, on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

vs.

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

Defendants.

Case No. 2:21-cv-06732-JAK (ASx)  
Related Case: 2:22-cv-04497-JAK  
(ASx)

**FINAL JUDGMENT AND ORDER  
GRANTING FINAL APPROVAL  
OF CLASS ACTION AND PAGA  
ACTION SETTLEMENT**

**JS-6: CASE CLOSED**

Action Filed: July 8, 2021  
Removal Date: August 19, 2021  
Trial Date: None Set

1 The motion for final approval of the settlement of this action was heard on  
2 July 8, 2024, at 8:30 a.m., in the United States District Court for the Central District  
3 of California, located at the First Street Courthouse located at 350 W. First Street,  
4 Courtroom 10C, Los Angeles, California 90012. Subsequently, on September 6,  
5 2024, an Order issued that granted the motion subject to a confirmation that  
6 appropriate notice had been provided to all necessary state and federal officials as  
7 required by the Class Action Fairness Act (“CAFA”). On October 11, 2024, the  
8 parties filed a Joint Notice that confirmed notice as required by CAFA had been  
9 provided to the government officials, and that none objected to the settlement. For  
10 these reasons,

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS  
12 FOLLOWS:

13 1. The Court has jurisdiction over the subject matter of the above-  
14 captioned action (the “Action”), the Class Representatives Kevin Murphy, Gabriel  
15 Schwartz, Marc Brewer, and Garrison Moreno (“Plaintiffs” or “Class  
16 Representatives”), Defendant Fusion Learning, Inc. (“Defendant”), and all  
17 members of the following Settlement Class:

18 All current and former non-exempt employees who worked for  
19 Defendant Fusion Learning, Inc. in California at any time during the  
20 Class Period (April 14, 2018 through June 2, 2023).

21 2. The terms “Settlement” or “Settlement Agreement” shall refer to the  
22 Class Action and PAGA Settlement Agreement and Class Notice previously filed  
23 by Plaintiffs in this action.

24 3. Final approval of the Settlement Agreement is granted.

25 4. The Class Notice was sufficient, and met the requirements of due  
26 process under the United States Constitution and applicable state law.  
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1           5.     The Settlement Class satisfies the applicable standards for certification  
2 under Federal Rules of Civil Procedure 23(a) and 23(b)(3). Accordingly, solely for  
3 purposes of effected the Settlement, the Settlement Class is certified.

4           6.     The Settling Parties and the Settlement Administrator shall perform in  
5 accordance with the terms set forth in the Settlement Agreement.

6           7.     Except as to any individual who has validly and timely opted out of  
7 the Settlement, all of the claims against the parties who have been released under  
8 the Settlement Agreement are dismissed with prejudice as to the Class  
9 Representatives and the members of the Settlement Class. The Settling Parties shall  
10 bear their own attorney's fees and costs, except as otherwise provided in the  
11 Settlement Agreement.

12          8.     The releases of the Class Representatives and each Class Member  
13 (excluding any individual who validly and timely requested exclusion from the  
14 Settlement) pursuant to the Settlement Agreement) are in effect.

15          9.     The Action is dismissed on the merits and with prejudice. The Court  
16 reserves and retains exclusive and continuing jurisdiction over the Action, the Class  
17 Representatives, the Settlement Class, and Defendant for the purposes of  
18 supervising the implementation, effectuation, enforcement, construction,  
19 administration, and interpretation of the Settlement Agreement and this Judgment.

20          10.    The payment of settlement administration costs in the amount of  
21 \$14,500.00 to CPT Group, Inc., the Settlement Administrator, for services rendered  
22 in this matter have been approved. The payment to the Class Representatives in the  
23 amounts of \$7,000.00 to Kevin Murphy, \$3,400.00 to Gabriel Schwartz, \$3,400.00  
24 to Marc Brewer, and \$3,060.00 to Garrison Moreno, have been approved.

25          11.    The payment of \$37,500.00 to the California Labor & Workforce  
26 Development Agency for its share of penalties under the Labor Code Private  
27 Attorneys General Act, pursuant to Cal. Labor Code § 2699(i), in accordance with  
28 the terms of the Settlement Agreement, has been approved.

1           12. The award of \$416,666.66 for attorney’s fees, and \$41,835.27 for  
2 reimbursement of litigation costs, have been approved.

3           13. All payments specified in this judgment shall be paid by the Settlement  
4 Administrator.

5           14. This final judgment is entered pursuant to Fed. R. Civ. P. 23(c)(3) and  
6 Fed. R. Civ. P. 58.

7  
8 **IT IS SO ORDERED.**

9  
10 Dated: October 23, 2024



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John A. Kronstadt  
United States District Judge