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6 *Attorneys for Plaintiff*

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 JOSE ISAAC HUERTA, on behalf of himself
and all others similarly situated,

11
12 Plaintiff,

13 vs.

14 FPK SECURITY, INC., a corporation; and
15 DOES 1 through 100, inclusive,

16 Defendants.
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Case No. 23STCV21172

**CLASS AND REPRESENTATIVE
ACTION**

*[Assigned for all purposes to Hon.
Samantha Jessner, Dept. SSC-7]*

**DECLARATION OF JOSE ISAAC
HUERTA IN SUPPORT APPROVAL
OF CLASS ACTION SETTLEMENT**

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I, JOSE ISAAC HUERTA, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter against FPK SECURITY, INC., (“Defendant” or “FPK”). This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a former employee of FPK, where I worked as a non-exempt employee from approximately July 2022 until approximately November 2022.

3. While working for FPK, I do not believe that I was paid all of the overtime wages owed to me because FPK did not incorporate the value of my bonuses and other non-excludable compensation when calculating the “regular rate” of pay. While working for FPK, I also did not receive all of my meal breaks and rest breaks. Further, while working for FPK, I was not reimbursed for the use of my personal cell phone, which I used in connection with my work for FPK. As a result, I understand that I was not provided accurate wage statements and was not paid all wages owed to me at the end of my employment.

4. When I first discussed this case with my attorneys and agreed to move forward with this case, I understood that this lawsuit could benefit other employees by helping to recover unpaid wages and other penalties. I knew that filing a lawsuit carries risk, including the risk of being responsible for FPK's costs if the case were lost. But I accepted this risk because I wanted to vindicate my and other FPK employees' rights. Even though I understood that filing a lawsuit is a public record, I accepted that burden in order to help other employees.

5. I have been actively involved in this case since I first had discussions with my attorneys at Abramson Labor Group about a potential class action back in August 2023. I have had many discussions with my attorneys throughout this case to discuss FPK's policies and practices, identify potentially helpful documents and witnesses, and discuss case strategy. I spent significant time searching for my own documents, and I also spent time reviewing the Settlement

1 Agreement and other documents with my attorneys. I estimate that I have spent about 30-35 hours
2 on this case from the time I first spoke with my attorneys regarding this case until the present.

3 6. As part of the proposed Settlement, I understand that my attorneys will request
4 that the Court approve a service award of \$5,000 for my efforts on behalf of the Settlement Class.
5 I believe this amount is reasonable based on the amount of time and effort I have devoted to this
6 case as well as the risks I have undertaken as the class representative, as described above.

7 I declare under penalty of perjury under the laws of the state of California that the
8 foregoing is true and correct, and this declaration was executed by me on 05/20/25.

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Jose Isaac Huerta (May 20, 2025 18:40 PDT)
11 Jose Isaac Huerta
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