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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

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

16 Plaintiff,

17 vs.

18 FPK SECURITY, INC., a corporation; and
19 DOES 1 through 100, inclusive,

20 Defendants.

FILED
Superior Court of California
County of Los Angeles
12/08/2025
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No.: 23STCV21172

**CLASS ACTION AND PAGA
REPRESENTATIVE ACTION**

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

**[PROPOSED] AMENDED ORDER
AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 2, 2025

Time: 9:00 a.m.

Dept.: SSC-7

Action Filed: September 1, 2023

Trial Date: None Set

1 The Motion of Plaintiff Jose Isaac Huerta (“Plaintiff”) for Final Approval of Class Action
2 Settlement (the “Motion”) came on regularly for hearing before this Court on December 2, 2025
3 at 9:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting
4 Preliminary Approval of Class Action Settlement. Having considered the proposed Settlement
5 Agreement (the “Settlement”) and the documents and evidence presented in support thereof; and
6 recognizing the sharply disputed factual and legal issues involved in this litigation, the risks of
7 further prosecution, and the substantial benefits to be received by the Settlement Class pursuant
8 to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable,
9 and adequate, and is the product of good faith, arm’s-length negotiations between the parties.
10 Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Motion and hereby
11 ORDERS the following:

12 1. Final judgment is hereby entered in conformity with the Settlement and this Final
13 Approval Order.

14 2. The Court finds that the Settlement Class is ascertainable, and that there is a
15 sufficiently well-defined community of interest among the members of the Settlement Class in
16 questions of law and fact. Therefore, the conditional certification is hereby made final, and the
17 Court certifies, for purposes of the Settlement, the following Settlement Class: **All current and**
18 **former non-exempt employees who worked for Defendant FPK Security, Inc. in California**
19 **at any time from September 1, 2019 to May 25, 2025 (the “Class Period”).**

20 3. The Court hereby confirms Plaintiff as Class Representative and confirms Neil
21 M. Larsen and Jennifer S. Rivera of Abramson Labor Group as Class Counsel.

22 4. The Court finds that notice was provided to Settlement Class members as set forth
23 in the Settlement, which was approved by the Court, and the notice process has been completed
24 in conformity with the Settlement. The Court finds that said notice was the best notice practicable
25 under the circumstances. The Class Notice provided due and adequate notice of the proceedings
26 and matters set forth therein, informed Settlement Class members of their rights, and fully
27 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
28 Court 3.769, and due process.

1 5. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
3 the Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
6 terms.

7 7. For purposes of settlement only, the Court finds that: (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
12 members of the Settlement Class; (d) the Class Representative has fairly and adequately protected
13 the interests of the Settlement Class members; (e) a class action is superior to other available
14 methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to
15 serve as counsel for the Class Representative and the Settlement Class.

16 8. The Court orders that Defendant shall deposit the Gross Settlement Amount of
17 \$350,000.00 into an account established by Phoenix Settlement Administrators (“Settlement
18 Administrator”), in accordance with the schedule outlined in the Settlement.

19 9. The Court finds that the Individual Settlement Awards, as provided for in the
20 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
21 distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

22 10. The Court finds that the Class Representative Service Award in the amount of
23 \$5,000 to Plaintiff is appropriate for his risks undertaken and his service to the Settlement Class.
24 The Court finds this award is fair, reasonable, and adequate, and orders that the Settlement
25 Administrator make this payment in conformity with the terms of the Settlement.

26 11. The Court orders that the Settlement Administrator shall be paid \$11,000.00 from
27 the Gross Settlement Amount for all of its work done and to be done until the completion of this
28 matter and finds that sum appropriate.

1 12. The Court finds that attorneys’ fees in the amount of \$116,665.50 for Class
2 Counsel, and litigation costs of \$15,694.81, are fair, reasonable, and adequate in light of the
3 common fund created by this litigation, and orders that the Settlement Administrator distribute
4 these payments in conformity with the terms of the Settlement.

5 13. The Court finds that the payment to the California Labor & Workforce
6 Development Agency (“LWDA”) in the amount of \$35,000.00 for its share of the settlement of
7 Plaintiff’s representative claims under the California Labor Code Private Attorneys General Act
8 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
9 this payment to the LWDA in conformity with the terms of the Settlement.

10 14. The Court finds and determines that upon satisfaction of all obligations under the
11 Settlement and this Order and Judgment, all Participating Class Members will be bound by the
12 Settlement, and will have released their claims as set forth in the Settlement. Specifically, each
13 Participating Class Member will have released Defendant of the following claims for the Class
14 Period: any and all causes of action, claims, rights, damages, and penalties under California law
15 that are alleged in the First Amended Complaint in the Action or that could have been alleged
16 based on the facts alleged in the First Amended Complaint in the Action, including but not limited
17 to: (a) any alleged failure by FPK: (1) to pay wages for compensable time, (2) to provide meal
18 periods or pay meal period premium wages, (3) to authorize and permit rest periods or pay rest
19 period premium wages, (4) to issue compliant wage statements, (5) to timely pay wages at the
20 end of employment, (6) to reimburse business expenses; (b) any right or claim for unfair business
21 practices in violation of California Business & Professions Code sections 17200, *et seq.*, based
22 on the alleged failures set forth in (a)(1) through (a)(6) above; and (c) any violation of the
23 California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(6)
24 above, including, without limitation, violation of California Labor Code sections 201–204, 226,
25 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2802, 2804 or any other applicable state
26 statute, rule and/or regulation (Wage Order), during the Class Period.

27 15. In addition, all Settlement Class Members employed by Defendant in California
28 at any time from September 1, 2022 to May 25, 2025 (the “PAGA Period”), have released any

1 right or claim for civil penalties pursuant to the Private Attorneys' General Act, California Labor
2 Code sections 2698, *et seq.*, arising under the California Labor Code or Wage Orders based on
3 the alleged failures set forth in (a)(1) through (a)(6) above, arising at any time during the PAGA
4 Period ("PAGA Released Claims").

5 16. This document shall constitute a final judgment pursuant to Cal. Rule of Court
6 3,769(h), which provides, "If the Court approves the settlement agreement after the final approval
7 hearing, the court must make and enter judgment. The judgment must include a provision for the
8 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The
9 court may not enter an order dismissing the action at the same time as, or after, entry of
10 judgment."

11 17. The Court will retain jurisdiction to enforce the Settlement and this Final
12 Approval Order and Judgment pursuant to California Code of Civil Procedure section 664.6.

13 18. A Non-Appearance Case Review Re: Status of Filing of Final Accounting Report
14 is scheduled for February 11, 2027 at 9:00 a.m., in Department 7 at the Spring Street Courthouse,
15 312 N. Spring Street, Los Angeles, California, 90012. Plaintiff shall file the Settlement
16 Administrator's Final Accounting Report with the Court by February 4, 2027.

17 **IT IS SO ORDERED.**

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19 Dated: December 8, 2025



A handwritten signature in black ink, appearing to read "Samantha Jessner", is written over a horizontal line.

Samantha Jessner / Judge

Hon. Samantha Jessner
Judge of the Superior Court

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**[PROPOSED] AMENDED ORDER AND JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

HIGGS FLETCHER & MACK LLP Sarah Brite Evans, Esq. 401 W. A Street, Suite 2600 San Diego, California 92101	Email: sevans@higgslaw.com Attorneys for Defendant FPK Security, Inc.
Department of Industrial Relations Labor and Workforce Development Agency 1515 Clay Street, Suite 801 Oakland, CA 94612	Via LWDA Website https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

/X/ (BY ELECTRONIC SERVICE): BY ELECTRONIC TRANSMISSION) I served the foregoing by electronic transmission to the email addresses listed above, pursuant to Cal. Code Civ. Proc. § 1010.6 and Cal. Rules of Court Rule 2.251 via CaseAnywhere.

Executed on, December 3, 2025 at Burbank, California.

PROOF OF SERVICE