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individually, and on behalf of Aggrieved  
Employees pursuant to the California Private  
Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF FRESNO**

BRANDON GESTON, individually, and on  
behalf of Aggrieved Employees pursuant to the  
California Private Attorneys General Act,

Plaintiffs,

vs.

FRTO LLC, a California Limited Liability  
Company; FRGM LLC, a California Limited  
Liability Company; and VWOC LLC, a  
California Limited Liability Company; and  
DOES 1 through 25, inclusive,

Defendants.

Case No. 24CECG01292

Honorable Lisa Gamoian  
Department 403

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING PLAINTIFF'S MOTION FOR  
APPROVAL OF PAGA SETTLEMENT AND  
AWARD OF PAGA COUNSEL FEES  
PAYMENT, PAGA COUNSEL LITIGATION  
EXPENSES PAYMENT, AND  
ADMINISTRATION EXPENSES PAYMENT**

Date: May 7, 2025  
Time: 3:30 p.m.  
Department: 403

Complaint Filed: March 25, 2024  
Trial Date: Not Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On May 7, 2025, at 3:30 p.m. in Department 403 of the above-entitled Court, located at B.F.  
3 Sisk Courthouse, 1130 O Street, Fresno, California 93721, Plaintiff Brandon Geston's ("Plaintiff")  
4 Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA  
5 Counsel Litigation Expenses Payment, and Administration Expenses Payment ("Motion") came on  
6 for hearing before the Honorable Lisa Gamoian. Blackstone Law, APC appeared on behalf of Plaintiff,  
7 and Musick, Peeler & Garrett LLP appeared on behalf of Defendants FRGM LLC, FRTO LLC, and  
8 CLVW LLC (collectively, "Defendants").

9 Plaintiff and Defendants (collectively, the "Parties") have executed the PAGA Settlement  
10 Agreement ("Settlement," "Agreement," or "Settlement Agreement").

11 The Court, having carefully considered the papers, argument of counsel, and all matters  
12 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

13 **IT IS HEREBY ORDERED THAT:**

14 1. Plaintiff's Motion is granted in its entirety.

15 2. This Order and Judgment incorporates by reference the definitions in the Settlement  
16 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and  
17 Judgment as set forth in the Settlement Agreement.

18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private  
19 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to,  
20 providing the California Labor and Workforce Development Agency ("LWDA") and Defendants with  
21 notice of the specific provisions of the California Labor Code alleged to have been violated, including,  
22 but not limited to, the facts and theories to support the alleged violations, in conformity with California  
23 Labor Code § 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA  
25 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene  
26 or appear in the above-captioned action ("Action").

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1           5.       The individuals covered under the Settlement consist of the following: “all current and  
2 former hourly-paid and/or non-exempt employees who worked for Defendants in the State of  
3 California at any time during the PAGA Period” (“**Aggrieved Employees**”). The “**PAGA Period**” is  
4 defined as the period from January 16, 2023 through January 3, 2025.

5           6.       The Court finds that the Parties reached the Settlement as a result of arm’s-length  
6 negotiations.

7           7.       Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum  
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it  
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which  
10 shall be the Gross Settlement Amount (\$440,000.00) less the approved PAGA Counsel Fees Payment  
11 and PAGA Counsel Litigation Expenses Payment to PAGA Counsel and the Administration Expenses  
12 Payment to ILYM Group, Inc. (“**Administrator**”). Seventy-five percent (75%) of the Net Settlement  
13 Amount shall be distributed to the LWDA (“**LWDA PAGA Payment**”) and twenty-five percent  
14 (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance  
15 with this Order and Judgment and the Settlement Agreement.

16           8.       The Court has considered the Settlement, and the monetary allocations provided  
17 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the  
18 Administrator to administer the Settlement and to make the payments as provided for by, and  
19 consistent with, this Order and Judgment and the Settlement Agreement.

20           9.       The Court approves the payment of thirty-five percent (35%) of the Gross Settlement  
21 Amount to PAGA Counsel for attorneys’ fees. This amount shall be paid from the Gross Settlement  
22 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement  
23 Agreement.

24           10.      The Court approves the payment of \$19,582.03 to PAGA Counsel for reimbursement  
25 of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the  
26 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the  
27 Settlement Agreement.

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1           11.     The Court approves payment in the amount of *up to* \$6,000.00 to the Administrator for  
2 the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount  
3 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4           12.     The Court approves the notice (“**Notice**”), attached hereto as **Exhibit 1**, and the  
5 Administrator shall distribute the Notice to Aggrieved Employees at the same time that it distributes  
6 Individual PAGA Payment checks to the Aggrieved Employees.

7           13.     Within or by fifteen (15) calendar days of the entry of this Order and Judgment,  
8 Defendants will simultaneously deliver Aggrieved Employee identifying information in Defendants’  
9 possession including each Aggrieved Employee’s full name, last-known mailing address, Social  
10 Security number, and number of PAGA Pay Periods (collectively, “**Aggrieved Employees Data**”).

11           14.     No later than fifteen (15) calendar days after the entry of this Order and Judgment,  
12 Defendants will fully fund the Gross Settlement Amount by transmitting the funds to the  
13 Administrator.

14           15.     Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount,  
15 the Administrator will distribute the Individual PAGA Payments, the LWDA PAGA Payment, the  
16 Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel  
17 Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel  
18 Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

19           16.     The Individual PAGA Payment checks issued to Aggrieved Employees will remain  
20 valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, will be canceled.  
21 Any funds associated with such canceled checks will be distributed to the State Controller’s Office  
22 Unclaimed Property Division in the name of the Aggrieved Employee.

23           17.     If the actual number of PAGA Pay Periods worked by the Aggrieved Employees during  
24 the PAGA Period is more than ten percent (10%) above 10,091, then the Gross Settlement Amount  
25 will be increased on a *pro rata* basis equal to the percentage increase in the number of PAGA Pay  
26 Periods worked by the Aggrieved Employees above 10%.

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18. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

19. Upon the entry of this Order and Judgment and full funding of the Gross Settlement Amount, the Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and their respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and officers, directors, employees, shareholders, owners, members, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers (collectively, "Released Parties") from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, for claims for Defendants' alleged failure to pay minimum, earned, and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, "Released PAGA Claims").

20. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

21. A Non-Appearance Final Accounting Hearing is set for \_\_\_\_\_ at \_\_\_\_\_ in Department 403 of the above-entitled Court. A Final Report is due to be filed no later than \_\_\_\_\_ confirming that disbursements were made pursuant to the Settlement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Lisa Gamoian  
Judge of the Superior Court

# **EXHIBIT 1**

To: <<First Name>><<Last Name>>  
<<Street Address>>  
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Brandon Geston v. FRTO LLC, et al.*, Fresno County  
Superior Court Case No. 24CECG01292

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court Case No. 24CECG01292 (“Action”).

The lawsuit was filed on March 25, 2024 by Brandon Geston (“Plaintiff”) against FRTO LLC, FRGM LLC, and CLVW LLC (collectively, “Defendants”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to pay earned wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on January 16, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1005132-24; and submitted an amended letter on June 4, 2024 (together, the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period January 16, 2023 to January 3, 2025 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual PAGA Payment will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of << Effective Date and full funding of the Gross Settlement Amount >>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means Defendants and their respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present officers, directors, employees, shareholders, owners, members, administrators, fiduciaries,

trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.

“Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, for claims for Defendants’ alleged failure to pay minimum, earned, and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

**Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ counsel to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].