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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MADERA

VALERIO AVILA PARRA also known as
DANIEL SALAZAR, an individual; on behalf
of himself and all Aggrieved Employees,

Plaintiff,

v.

ANTHONY J. PRIETO WATER WELL
DRILLING, INC., a California corporation;
ANTHONY J. PRIETO, an individual;
PAMELA PRIETO, an individual; and
DOES 1-100, inclusive,

Defendants.

Case No.: MCV095180

[Assigned for All Purposes to Hon. Michael J.
Jurkovich]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed concurrently with Motion and
Memorandum of Points and Authorities; and
Declaration of Adrian C. Byrne]*

Date: November 10, 2025

Time: 8:30 a.m.

Dept.: Board of Supervisors Chambers

Complaint Filed: May 14, 2025

Trial Date: None set.

1 **[PROPOSED] ORDER**

2 Plaintiff's Motion for Approval of Representative Action Settlement (the "Motion") came
3 on regularly for hearing before this Court on November 10, 2025, at 8:30 a.m. Having
4 considered Plaintiff's Motion filed pursuant to the California Labor Code Private Attorneys
5 General Act of 2004 ("PAGA"), the Parties' PAGA Settlement Agreement (the "Settlement
6 Agreement"), the documents and evidence presented in support thereof, and recognizing the
7 disputed factual and legal issues involved in this case, the risks of further prosecution, the
8 substantial benefits to be received by the State of California and the Aggrieved Employees as
9 defined by the Settlement Agreement, and the good faith, arm's-length negotiations between the
10 Parties, the Court hereby orders and adjudicates that the settlement is approved pursuant to the
11 statutory provisions of Labor Code section 2699(1) applicable to this matter.

12 Therefore, the Court hereby GRANTS Plaintiff's Motion and ORDERS as follows:

13 1. The Court approves the PAGA Settlement amount of \$150,000 (the "Gross
14 PAGA Settlement Fund") as fair, reasonable, and adequate, and directs the parties to effectuate
15 the Settlement according to its terms.

16 2. The "Aggrieved Employees" shall be defined as any person employed by
17 Defendants in California and classified as a non-exempt employee who worked for Defendants
18 during the period of November 30, 2020, through the date of approval of this PAGA Settlement.

19 3. The Court hereby appoints Phoenix Settlement Administrators (the "PAGA
20 Settlement Administrator") to carry out the settlement administration functions of this PAGA
21 Settlement, including calculation and issuance of payments and distribution of the PAGA Notice.
22 The Court finds that the settlement administration costs in the amount of \$2,100.00 are fair and
23 reasonable and orders the PAGA Settlement Administrator to pay itself these amounts from the
24 Gross PAGA Settlement Fund consistent with the Settlement Agreement.

25 4. The Court finds that attorneys' fees in the amount of \$50,000.00 (one-third of the
26 Gross PAGA Settlement Fund) are fair and reasonable and orders the PAGA Settlement
27 Administrator to distribute these amounts to Plaintiff's Counsel from the Gross PAGA
Settlement Fund consistent with the Settlement Agreement.

1 5. The Court finds that Plaintiff's Counsel's request for reimbursement of out-of-
2 pocket litigation costs in the amount of \$500.00 is fair and reasonable and orders the PAGA
3 Settlement Administrator to distribute these amounts to Plaintiff's Counsel from Gross PAGA
4 Settlement Fund consistent with the Settlement Agreement.

5 6. The Court finds that the requested enhancement award of \$5,000.00 to Plaintiff is
6 fair and reasonable, and orders and orders the PAGA Settlement Administrator to distribute this
7 amount to Plaintiff from the Gross PAGA Settlement Fund consistent with the Settlement
8 Agreement.

9 7. No later than fourteen (14) calendar days after the approval of this PAGA
10 Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of the
11 Aggrieved Employees, which shall include each Aggrieved Employee's full name, last known
12 mailing address, last known telephone number, start date(s) of employment, end date(s) of
13 employment, total pay periods worked for Defendant in California during the PAGA Period, and
Social Security number, to the extent available from Defendants' records.

14 8. No later than five (5) calendar days after the approval of this PAGA Settlement,
15 Plaintiff's counsel shall transfer the Gross PAGA Settlement Fund of One Hundred and Fifty
16 Thousand Dollars and No/100 Cents (\$150,000.00) from Plaintiff's counsel's trust account to the
17 PAGA Settlement Administrator.

18 9. No later than twenty-one (21) calendar days following the Court approval of the
19 PAGA Settlement, the PAGA Settlement Administrator shall cause all Settlement Payments to
20 be paid, including the payment to the LWDA, the payment to the Aggrieved Employees, the
21 payments to Plaintiff's Counsel for the approved attorney's fees and costs, and the payment to
22 Plaintiff for the approved enhancement award.

23 From the Gross PAGA Settlement Fund of \$150,000.00, the following amounts will be
24 paid, with such payments issued by the PAGA Settlement Administrator:

- 25 • Plaintiff's Counsel's attorney's fees of 1/3 of the Gross PAGA Settlement Amount
26 (\$50,000);
- 27 • Reimbursement of Plaintiff's Counsel's out-of-pocket litigation expenses of \$500;

- 1 • Plaintiff's enhancement award of \$5,000;
- 2 • PAGA Settlement administration expenses of \$2,100;
- 3 • This results in an estimated Net PAGA Settlement Fund of \$92,400.00 (comprised of
- 4 the Gross PAGA Settlement Fund, minus requested fees, costs, enhancement award,
- 5 and PAGA settlement administration expenses). As required by PAGA, 75% of the
- 6 Net PAGA Settlement Fund shall be paid to the LWDA and the remaining 25% of the
- 7 Net PAGA Settlement Fund will be distributed among the Aggrieved Employees on a
- 8 pro-rata basis according to their pay periods during the relevant time period.
- 9 "Aggrieved Employees" are defined as all of Defendants' current and former non-
- 10 exempt employees that worked at least one shift in the State of California during the
- 11 PAGA Period, i.e., from January 12, 2023, through the date of settlement approval by
- 12 the Court. Defendants' data indicates that, as of as of the date of the mediation, there
- 13 are approximately 34 current and former Aggrieved Employees (including Plaintiff)
- 14 and a total of approximately 1,604 pay periods. Should the PAGA Settlement
- 15 Administrator determine the actual number of pay periods during the PAGA Claim
- 16 Period is more than ten percent (10%) greater than 1,604 (i.e. 1,765 total pay periods
- 17 or more) Defendants shall have the option to: (i) end the PAGA Period as of the first
- 18 date that the pay period count does not exceed 1,765, or (ii) increase the Gross PAGA
- 19 Settlement Sum, subject to a *pro-rata* increase in excess of 10%.

20 This action shall be dismissed with prejudice, with this Court retaining jurisdiction to
21 enforce the terms of this Order.

22
23 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

24
25
26 Date: _____

27 _____
Hon. Michael J. Jurkovich
JUDGE OF THE SUPERIOR COURT