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Superior Court of California,
County of Madera
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Attorneys for Plaintiff and all Aggrieved Employees

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

REPRESENTATIVE COMPLAINT FOR:

1. Civil Penalties Pursuant to Private Attorneys
General Act of 2004 (Labor Code §2698 *et*
seq.);

Plaintiff VALERIO AVILA PARRA also known DANIEL SALAZAR alleges and avers
as follows:

NATURE OF ACTION

1. Plaintiff VALERIO AVILA PARRA also known DANIEL SALAZAR
("Plaintiff"), on behalf of himself and all other "Aggrieved Employees" (as defined herein),
brings this action against Defendants ANTHONY J. PRIETO WATER WELL DRILLING,
INC., a California corporation ("PRIETO DRILLING"); ANTHONY J. PRIETO, an
individual; PAMELA PRIETO, an individual; and DOES 1-100, inclusive, (collectively

1 “Defendants”) seeking civil penalties for violations of the Labor Code Private Attorneys
2 General Act of 2004 (“PAGA”).

3 **PRELIMINARY ALLEGATIONS**

4 2. At all times herein mentioned Plaintiff has resided in the County of Tulare,
5 within the State of California.

6 3. Defendant PRIETO DRILLING’s registered address is located in the County of
7 Fresno, within the State of California.

8 4. Plaintiff is informed, believes, and thereon alleges, that at all times herein
9 mentioned, Defendant ANTHONY J. PRIETO was an individual who resided and conducted
10 business in the County of Fresno, California.

11 5. Plaintiff is informed, believes, and thereon alleges, that at all times herein
12 mentioned, Defendant PAMELA PRIETO was an individual who resided and conducted
13 business in the County of Fresno, California.

14 6. At all times relevant to this complaint, Defendants operated a water well drilling
15 company doing business throughout northern California, including the county of Madera.

16 7. The true names and capacities of the Defendants sued herein as DOES 1 through
17 100 are unknown to Plaintiff, and therefore Plaintiff sues these Defendants by such fictitious
18 names. Plaintiff will amend this Complaint to allege their true names and capacities when
19 ascertained. Plaintiff is informed, believes, and on that basis alleges, that each of the
20 fictitiously named Defendants are responsible for the occurrences and injuries to Plaintiff as
21 herein alleged. Each reference in this Complaint to “Defendant,” “Defendants,” or a
22 specifically named Defendant refers to, and includes all Defendants sued under fictitious
23 names.

24 8. Plaintiff is informed, believes, and thereon alleges, that, at all times herein
25 mentioned, each of the Defendants sued herein were the agents and employees of each of the
26 remaining Defendants and were at all times acting within the purpose and scope of such
27 agency and employment.

1 9. Plaintiff is informed, believes, and based thereon alleges, that Defendants
2 ANTHONY J. PRIETO and PAMELA PRIETO were owners, directors, officers, or managing
3 agents of PRIETO DRILLING at all times relevant, and while acting in this capacity caused
4 said company to violate provisions of the California Labor Code and IWC Wage Order 16-
5 2001 with respect to Plaintiff and the other Aggrieved Employees. Thus, pursuant to Labor
6 Code § 558.1, Defendants ANTHONY J. PRIETO and PAMELA PRIETO are individually,
7 jointly, and severally liable for the violations and all damages alleged herein.

8 10. Plaintiff is further informed, believes, and based thereon alleges, that
9 ANTHONY J. PRIETO AND PAMELA PRIETO control PRIETO DRILLING's day-to-day
10 operations, including its employee pay practices, that there exists a unity of interest between
11 PRIETO DRILLING, ANTHONY J. PRIETO, and PAMELA PRIETO such that the corporate
12 formalities of PRIETO DRILLING have been disregarded, that PRIETO DRILLING,
13 ANTHONY J. PRIETO, and PAMELA PRIETO operated as an integrated enterprise, and that
14 PRIETO DRILLING, ANTHONY J. PRIETO, and PAMELA PRIETO were joint employers
15 of Plaintiff and other Aggrieved Employees. Thus, in the interests of justice, PRIETO
16 DRILLING, ANTHONY J. PRIETO, and PAMELA PRIETO should be held jointly and
17 severally liable for the wage and hour violations asserted herein under joint employer,
18 integrated enterprise, and/or alter ego theories of liability.

19 11. During the period of Plaintiff's employment, Defendants conducted their
20 businesses in association with each other and shared control over the wages, hours and
21 working conditions of Plaintiff and the other Aggrieved Employees.

22 12. At all relevant times, Defendants were the "employers" of Plaintiff and the other
23 Aggrieved Employees within the meaning of all applicable state laws and statutes.

24 13. From approximately April 2022 until approximately June 2023, Plaintiff was
25 employed and worked as a crane operator assistant for Defendants' water well drilling
26 company, at different job sites throughout northern California.
27

1 14. Defendants failed to pay Plaintiff and other Aggrieved Employees at least
2 minimum wage for all hours worked.

3 15. Plaintiff and other Aggrieved Employees regularly worked more
4 than twelve (12) hours per day, six (6) days per week. Defendants failed to accurately
5 record Plaintiff and other Aggrieved Employees' work hours and refused
6 to compensate Plaintiff and other Aggrieved Employees for all hours worked.

7 16. Defendants failed to pay Plaintiff and the other Aggrieved Employees one and
8 one-half (x1.5) times their regular rate of pay for those hours worked in excess of eight (8)
9 hours per day and/or forty (40) hours per week and two times (x2) their regular rate of pay for
10 those hours worked in excess of twelve (12) hours in a workday.

11 17. Defendants failed to provide Plaintiff and other Aggrieved Employees with at
12 least a 30-minute duty-free meal period before the end of their fifth (5th) hour of work when
13 working more than six (6) hours in a workday, or a second 30-minute duty-free meal period
14 before the end of their tenth (10th) hour of work when working more than ten (10) hours in a
15 workday.

16 18. Defendants failed to provide meal periods to Plaintiff and the other Aggrieved
17 Employees.

18 19. As Defendants failed to record the start and end times of meal periods,
19 Defendants have no record as to whether Plaintiff and other Aggrieved Employees were
20 provided a first meal period when they worked more than five (5) hours, or a second meal
21 period when Plaintiff and other Aggrieved Employees worked more than ten (10) hours, much
22 less whether a meal period was short, delayed, or not provided at all.

23 20. Defendants failed to pay one additional hour of pay at Plaintiff's and the other
24 Aggrieved Employees' regular rate of compensation for each day that a meal period violation
25 occurred.

26 21. Defendants did not authorize or permit Plaintiff and the other Aggrieved
27 Employees to take legally complaint rest periods.

1 22. Defendants failed to pay one additional hour of pay at Plaintiff's and the other
2 Aggrieved Employees' rate of compensation for each day that a rest period violation occurred.

3 23. Defendants failed to issue Plaintiff and the other Aggrieved Employees accurate
4 itemized wage statements.

5 24. Defendants regularly and consistently failed to provide complete and accurate
6 itemized wage statements to Plaintiff and other Aggrieved Employees. Defendants failed to
7 pay Plaintiff and other Aggrieved Employees at least minimum wages for all hours worked and
8 failed to pay all overtime premium pay due and owing. Defendants also failed to provide
9 Plaintiff and other Aggrieved Employees with legally compliant meal and rest periods, and
10 failed to pay Plaintiff and other Aggrieved Employees premium pay when meal and rest period
11 violations occurred. As a result of the foregoing, Defendants' wage statements fail to
12 accurately list all the hours Plaintiff and other Aggrieved Employees worked at the applicable
13 hourly rates and fail to reflect meal and rest period premium pay for meal and rest period
14 violations.

15 25. Defendants required Plaintiff and other Aggrieved Employees to purchase their
16 own tools to perform their work but failed to reimburse Plaintiff and the other Aggrieved
17 Employees for these necessary business expenses incurred in the discharge of their work-
18 related duties.

19 26. Defendants willfully failed to pay Plaintiff and other Aggrieved Employees all
20 of the wages they were due upon their separation from Defendants' employment, including but
21 not limited to minimum wages, and overtime.

22 27. Defendants intentionally and willfully failed to pay Plaintiff and the other
23 Aggrieved Employees all wages due to them within the specific pay periods required under
24 California Labor Code § 204. For example, Defendants failed to pay all minimum wages and
25 overtime wages owed "no later than the payday for the next regular payroll period."

26 28. Defendants failed to keep complete and accurate payroll records showing the
27 hours worked daily and the wages paid to Plaintiff and the other Aggrieved Employees.

1 29. Among other violations, Defendants failed to include all time worked by
2 Plaintiff and the other Aggrieved Employees on their payroll records, and failed to record the
3 times that Plaintiff and the other Aggrieved Employees began and ended meal periods.

4 30. Plaintiff engaged in plainly protected activities, including complaining of
5 Defendants' failure to pay overtime and failure to provide meal and rest periods. In response,
6 Defendants retaliated against Plaintiff and terminated Plaintiff's employment.

7 **JURISDICTION AND VENUE**

8 31. Pursuant to Article VI, §10 of the California Constitution, subject matter
9 jurisdiction is proper in the Superior Court of California, County of Madera, State of
10 California.

11 32. Pursuant to §§395 and 395.5 of the California Code of Civil Procedure, venue is
12 proper in the Superior Court of California for the County of Madera, State of California,
13 because this is where Plaintiff was employed, it is where the alleged violations occurred, and it
14 is where Defendants do business.

15 **FIRST CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT of 2004 ("PAGA")**

17 **[Cal. Labor Code § 2698, et seq.]**

18 **(Against All Defendants)**

19 33. Plaintiff re-alleges and incorporates into this cause of action each of the
20 preceding paragraphs.

21 34. The Private Attorneys General Act of 2004 (California Labor Code §§ 2698, et
22 seq.) ("PAGA") expressly establishes that any provision of the California Labor Code which
23 provides for a civil penalty to be assessed and collected by the Labor and Workforce
24 Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards,
25 agencies or employees for a violation of the California Labor Code, may be recovered through
26 a civil action brought by an aggrieved employee on behalf of himself or herself, and other
27 current or former employees.

1 35. On or about January 12, 2024, pursuant to Labor Code § 2699.3, Plaintiff filed
2 notice with California’s Labor and Workforce Development Agency (“LWDA”) and posted by
3 certified mail to Defendants notice of alleged violations of the Labor Code, including the facts
4 and theories to support the allegations (the “PAGA Notice”).

5 36. In the PAGA Notice, Plaintiff alleged claims for civil penalties under the Private
6 Attorneys General Act, Labor Code § 2698 *et seq.* predicated on Plaintiff’s allegations that
7 Defendants: (1) failed to pay minimum wage for all hours worked; (2) failed to pay overtime
8 and/or double-time wages; (3) failed to provide meal periods; (4) failed to authorize and permit
9 rest periods; (5) failure to provide complete and accurate wage statements; (6) failed to
10 indemnify or reimburse necessary business expenses; (7) failed to pay wages owed at
11 separation; (8) failed to produce employment records; (9) failed to timely pay wages during
12 employment; (10) failed to keep complete and accurate records; (11) violations of IWC Wage
13 Order 16-2001; and (12) retaliation for engaging in protected activity.

14 37. Plaintiff and the other Aggrieved Employees are “Aggrieved Employees” as
15 defined by California Labor Code section 2699(c), in that they are all current and former non-
16 exempt employees who worked for Defendants in the State of California during the PAGA
17 Period, i.e., from January 12, 2023, through June 6, 2024 (the “PAGA Claim Period”).

18 38. Pursuant to California Labor Code section 2699, Plaintiff, in an individual and
19 representative capacity on behalf of himself and all Aggrieved Employees, requests and is
20 entitled to recover from Defendants and each of them, civil penalties according to proof,
21 interest, attorneys’ fees and costs.

22 39. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties
23 recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%)
24 to the Labor and Workforce Development Agency for the enforcement of labor laws and
25 education of employers and employees about their rights and responsibilities and twenty-five
26 percent (25%) to the Aggrieved Employees.

1 40. As described in greater detail *supra*, at all times relevant to this action,
2 Defendants devised, formulated, implemented, and enforced, the following policies and
3 procedures in violation of California Law, including but not limited to the provisions of the
4 California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order 16, which
5 give rise to PAGA civil penalties under California Labor Code § 2698, *et seq.*:

6 **Civil Penalties for Failure to Pay Minimum Wage for All Hours Worked**

7 41. Through their policies and practices, Defendants failed to pay Plaintiff and the
8 other Aggrieved Employees at least the applicable minimum wage for all hours, in violation of
9 Labor Code §§ 1194, 1197, 1197.1, and IWC Wage Order 16.

10 **Civil Penalties for Failure to Pay to Pay Overtime and/or Double-Time Wages**

11 42. While employed by Defendants, Plaintiff and the other Aggrieved Employees
12 were required, suffered, and permitted to work overtime hours.

13 43. Through their policies and practices, Defendants failed to pay Plaintiff and the
14 other Aggrieved Employees overtime pay, in violation of Labor Code §§510, 1194, 1198, and
15 IWC Wage Order 16.

16 **Civil Penalties for Failure to Provide Meal Periods**

17 44. Through their policies and practices, Defendants failed to provide Plaintiff and
18 the other Aggrieved Employees with legally compliant meal periods, in violation of Labor
19 Code §§226.7, 512, and IWC Wage Order 16.

20 **Civil Penalties for Failure to Authorize and Permit Rest Periods**

21 45. Through their policies and practices, Defendants failed to authorize and permit
22 Plaintiff and the other Aggrieved Employees to take legally compliant rest periods, in violation
23 of Labor Code §§226.7, and IWC Wage Order 16.

24 **Civil Penalties for Failure to Provide Itemized Accurate Wage Statements**

25 46. Through their policies and practices, Defendants failed to provide Plaintiff and
26 the other Aggrieved Employees with itemized accurate wage statements in violation of
27 California Labor Code section 226.

1 **Civil Penalties for Failure to Indemnify or Reimburse Necessary Business Expenses**

2 47. Through their policies and practices, Defendants failed to indemnify or
3 reimburse Plaintiff and the other Aggrieved Employees for necessary business expenses
4 incurred in the discharge of their work duties, in violation of Labor Code §2802, and IWC
5 Wage Order 16.

6 **Civil Penalties for Failure to Pay Wages Owed At Separation**

7 48. Through their policies and practices, Defendants failed to timely pay Plaintiff
8 and the other Aggrieved Employees all wages due upon separation from their employment in
9 violation of California Labor Code sections 201, 202, and 203.

10 49. Further, even though Defendants failed to timely pay employees all wages due
11 upon separation, Defendants also failed to pay Plaintiff and the other Aggrieved Employees
12 continuing wages under Labor Code section 203.

13 **Civil Penalties for Failure to Keep Complete and Accurate Records**

14 50. Through their policies and practices, Defendants failed to keep complete and
15 accurate records for Plaintiff and the other Aggrieved Employees in violation of California
16 Labor Code Section 1174(d).

17 **Civil Penalties for Violations of IWC Wage Order 16-2011**

18 51. Labor Code section 1199(c) makes it a misdemeanor, punishable by monetary
19 fine, for employers that, among other things, violate the provisions of the IWC Wage Orders.
20 As described herein, Defendants violated Wage Order 16 in many respects, including without
21 limitation the failure to pay minimum wages, the failure to pay overtime, the failure to provide
22 legally compliant meal periods, the failure to authorize and permit rest periods, the failure to
23 provide itemized accurate wage statements, the failure to reimburse all necessary business
24 expenses incurred in the discharge of work-related duties, the failure to pay continuing wages
25 penalties, the failure to timely pay wages during employment, and the failure to keep complete
26 and accurate records.

1 **Civil Penalties for Retaliation for Engaging in a Protected Activity**

2 52. Through their policies and practices, Defendants retaliation against Plaintiff for
3 engaging in activities that were protected under the law. As such Defendants violated Labor
4 Code § 98.6.

5 **Exhaustion of Administrative Remedies under PAGA**

6 53. On or about January 12, 2024, pursuant to Labor Code § 2699.3, Plaintiff filed
7 with the LWDA and posted by certified mail to Defendants a PAGA Notice alleging violations
8 of the Labor Code, including the facts and theories to support such allegations.

9 54. The LWDA has failed to notify Plaintiff of its intent to investigate these penalty
10 claims within sixty-five (65) days.

11 55. Thus, Plaintiff has exhausted administrative remedies under PAGA’s Labor
12 Code § 2699.3(a)(2)(A).

13 56. Pursuant to Labor Code Section 2698 et seq., Plaintiff is entitled to recover civil
14 penalties in connection with Plaintiff, and in connection with each and every Aggrieved
15 Employee of Defendants, for each and every pay period in which a Labor Code violation or
16 applicable IWC Wage Order violation occurred, in an amount according to proof at trial.

17 57. Plaintiff and the other Aggrieved Employees are also entitled to reasonable
18 attorney’s fees and costs pursuant to Labor Code §§ 2699(g), and any other applicable statute,
19 which are hereby demanded, in an amount to be proven at trial.

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1 **PRAYER**

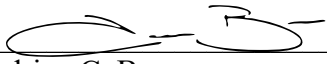
2 WHEREFORE Plaintiff prays judgment be entered against Defendants, and each of them,
3 as follows:

4 **ON THE FIRST CAUSE OF ACTION**

- 5 1. For civil penalties, attorney's fees, and costs pursuant to California Labor Code
6 sections 2698 et seq.; and
7 2. For such other and further relief as the court may deem just and proper.

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9 Dated: May 14, 2025

THE BYRNE LAW GROUP

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12 Adrian C. Byrne
13 Attorneys for Plaintiff
14 and all Aggrieved Employees
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