

1 **BRADLEY/GROMBACHER, LLP**

2 Marcus J. Bradley, Esq. (SBN 174156)

3 Kiley L. Grombacher, Esq. (SBN 245960)

4 Maya Hussein, Esq. (SBN 335777)

5 Theodore H. Chase, Esq. (SBN 295823)

6 31365 Oak Crest Drive, Suite 240

7 Westlake Village, CA 91361

8 Telephone: (805) 270-7100

9 Facsimile: (805) 270-7589

10 E-Mail: mbradley@bradleygrombacher.com

11 E-Mail: kgrombacher@bradleygrombacher.com

12 E-Mail: mhussein@bradleygrombacher.com

13 E-Mail: tchase@bradleygrombacher.com

14 Attorneys for Plaintiff JOEY GARCIA, on
15 behalf of himself and others similarly situated

16 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
17 **COUNTY OF MADERA**

18 JOEY GARCIA, on behalf of himself and
19 all others similarly situated,

20 Plaintiff,

21 v.

22 ADVANCED DRAINAGE SYSTEMS,
23 INC., a Delaware corporation; and DOES 1
to 10, inclusive,

24 Defendants.

25 **CASE NO. MCV091541**

26 Assigned to Hon. Eric Liscalsi, Department 44

27 **AMENDED [PROPOSED] ORDER
28 GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

29 **Date: December 2, 2025**

30 **Time: 8:30 a.m.**

31 **Dept.: 44**

32 Complaint Filed: March 25, 2024

33 First Amended Complaint Filed: December 2, 2025

34 **RECEIVED NOT FILED**
35 Superior Court of California,
36 County of Madera
37 ~~12/02/2025 at 10:51:13 AM~~
38 By: Bernice Jackson-Hyatt, Deputy Clerk

39 **FILED**

40 Superior Court of California,
41 County of Madera
42 **12/12/2025**

43 Adrienne Calip / Clerk of Court
44 By: Annie Gomez, Deputy Clerk

AMENDED [PROPOSED] ORDER

2 The Motion for Preliminary Approval of the Class Action and PAGA Settlement Agreement
3 (“Settlement” or “Settlement Agreement”) came before this Court on November 11, 2025 at 8:30
4 a.m. Upon consideration of the *Motion for Preliminary Approval of Class Action and PAGA*
5 *Settlement* (the “Motion”) filed by Plaintiff Joey Garcia (“Plaintiff”) in the above-captioned case
6 seeking preliminary Court approval of the parties’ settlement of this action (the “Settlement”) on
7 the terms set forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”)
8 and the declarations filed in support thereof, and having reviewed and considered the terms and
9 conditions of the proposed Settlement as set forth in the Settlement Agreement, a copy of which
10 has been submitted with the Motion and the terms of which are incorporated in this Order; and no
11 opposition to the Motion having been submitted; and the Court having jurisdiction to consider the
12 Motion and the relief requested therein, and venue being proper before the Court; and due and
13 proper notice of the Motion having been provided; and upon the hearing on the Motion and after
14 due deliberation, and good and sufficient cause appearing therefor;

IT IS HERBY ORDERED:

16 1. Capitalized terms used in this Order that are not otherwise identified herein have the
17 meaning assigned to them in the Settlement Agreement.

18 2. The terms of the Settlement Agreement are hereby preliminarily approved, subject
19 to further consideration at the Fairness Hearing provided for below. The Court concludes that the
20 Settlement is sufficiently within the range of reasonableness to warrant preliminary approval,
21 certification of the Class, the scheduling of the Fairness Hearing, and the mailing of Class Notices
22 to Class Members, each as provided for in this Order.

Conditional Certification of the Class

24 3. As a recital, the Court notes that the Class defined in the proposed Settlement
25 Agreement is defined as:

26 "All persons currently and formerly employed by Defendant Advanced
27 Drainage Systems, Inc. ("Defendant") classified as non-exempt employees
28 in the State of California from March 25, 2020, to October 1, 2025 ("Class
Period").

1 4. The Court conditionally finds that, for the purposes of approving this settlement
2 only, the proposed Class meets the requirements for certification under section 382 of the California
3 Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all
4 members of the Class is impracticable; (b) common questions of law and fact predominate, and
5 there is a well-defined community of interest amongst the members of the Class with respect to the
6 subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the
7 Class; (d) the Class Representative will fairly and adequately protect the interests of the members
8 of the Class; (e) a class action is superior to other available methods for the efficient adjudication
9 of the controversy; and (f) Class Counsel is qualified to act as counsel for the Plaintiff in his
10 individual capacity and as the representative of the Class.

11 5. The Court provisionally appoints Bradley/Grombacher, LLP as counsel for the Class
12 (“Class Counsel”) for settlement purposes only.

13 6. The Court provisionally appoints Joey Garcia as the representative of the Class
14 (“Class Representative”) for settlement purposes only.

Preliminary Approval of Settlement

16 7. The Court hereby preliminarily grants approval of the terms and conditions
17 contained in the Settlement Agreement. The Court finds that the terms of the Settlement appear to
18 be within the range of possible approval.

19 8. The Court makes the following preliminary findings and observations: (1) the
20 settlement amount appears at this stage to be fair and reasonable to the Class Members when
21 balanced against the risks of further litigation relating to class certification, summary judgment and
22 trial on liability and damages issues, and potential; (2) it also appears that sufficient discovery and
23 investigation have been conducted, such that counsel for the Parties at this time are able to
24 reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs,
25 delay, and risks that would be presented by the further prosecution of the litigation; and (4) the
26 proposed Settlement is the culmination of serious and non-collusive negotiations between the
27 Parties. Accordingly, the Court finds that the Settlement appears to have been entered into in good
28 faith.

1 9. The Court appoints ILYM Group, Inc. as the Administrator.

2 10. The Court approves the Court Approved Notice of Class Action and PAGA

3 Settlement and Hearing Date for Final Approval (“Class Notice”), attached as Exhibit 1 to the

4 Settlement Agreement and as Exhibit 1 to this Order. The Court further finds that the Class Notice

5 appears to fully and accurately inform the Class Members of all material elements of the proposed

6 Settlement, of the Class Members’ right and opportunity to be excluded from the Settlement, of the

7 Class Members’ right and opportunity to challenge Defendant’s records of workweeks worked; and

8 of the Class Members’ right and opportunity to object to the Settlement.

Form and Timing of Class Notice

10 11. No later than twenty-one (21) calendar days of entry of the Court's Order Granting
11 Preliminary Approval, Defendant shall provide the Class Data to the Administrator.

12 12. No later than fourteen (14) calendar days after the Administrator receives the Class
13 Data from Defendant, the Administrator shall mail the Class Notice, substantially in the form of
14 Exhibit 1 attached to the Settlement Agreement and this Order, to be mailed by first-class mail
15 postage pre-paid and emailed, to the extent email addresses are available, to all Class Members
16 through the notice procedure described in the Settlement Agreement.

13. No later than the deadline set forth below for Plaintiff to file the motion for final
14 approval of class action settlement, Class Counsel shall serve and file a sworn statement from the
15 Administrator attesting to compliance with the service of the Class Notice, as set forth above. The
16 cost of giving notice to the Class Members shall be paid as set forth in the Settlement Agreement.

21 14. The Court finds that the notice to be provided is the best means of providing notice
22 to the Class Members, is practicable under the circumstances and, when completed, shall constitute
23 due and sufficient notice of the Settlement and the Fairness Hearing to all persons affected by and/or
24 entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the
25 requirements of due process and the California Rules of Court.

Ability of Class Members to Opt Out of the Class, Object to the Settlement and/or Dispute their Individual Settlement Payment

28 15. Pursuant to paragraphs 1.43 and 6.5.1 of the Settlement Agreement, Class Members

1 shall have forty-five (45) days from the date the Class Notice is mailed to submit any requests for
2 exclusions in accordance with the procedures set forth in the Class Notice. No later than the deadline
3 for Plaintiff to file the motion for final approval of class action settlement set forth below, Class
4 Counsel shall file a statement setting forth the names of any Class Members who elected to exclude
5 themselves from the Settlement.

6 16. Any Class Member who submits a completed, signed and timely written Opt Out
7 shall not be a member of the Class, shall be barred from participating in this Settlement, and shall
8 receive no benefit from this Settlement, except that any Class Member who is an Aggrieved
9 Employee will still receive his or her share of the employee portion of the PAGA Penalties.

10 17. Any Class Members who do not properly and timely exclude themselves from the
11 Settlement shall be included in the Class and, if the Settlement is approved and becomes effective,
12 shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited
13 to the Release of Class Claims described therein, whether or not such person shall have objected to
14 the Settlement and whether or not such person participates in the settlement fund.

15 18. Pursuant to paragraphs 1.43 and 6.7.2 of the Settlement Agreement, Class Members
16 shall have forty-five (45) days from the date the Class Notice is mailed to submit any objections to
17 the Settlement in accordance with the procedures set forth in the Class Notice. The Administrator
18 shall email any objections to Counsel for the Parties promptly upon receipt, and Class Counsel shall
19 include all Objections received, and Plaintiff's response(s) thereto, with Plaintiff's motion for final
20 approval of the Settlement.

21 19. Pursuant to paragraphs 1.43 and 6.6 of the Settlement Agreement, Class Members
22 shall have forty-five (45) days from the date the Class Notice is mailed to dispute their employment
23 dates or the number of Workweeks.

24 20. The Court orders that any written objection to the Settlement, request for exclusion
25 from the Class, or disputed information on Class Notices must be submitted in writing in
26 accordance with the procedures set forth in the Class Notice.

27 21. The Court further orders that this is without prejudice to the Class Member's written
28 application to be relieved of a failure to follow the procedures that the Settlement Agreement

1 provides for good cause shown. The Court further orders that it also is without prejudice to a Class
2 Member's Objection being heard at the Final Approval Hearing as the Court may permit, as long
3 as the Class Member has not opted out of the Settlement.

4 **Fairness Hearing**

5 22. A hearing (the "Fairness Hearing") shall take place before this Court, on the date
6 and time set forth below, to determine:

- 7 a. Whether the Court should permanently certify the Class;
- 8 b. Whether the Settlement, on the terms and conditions provided for in the
9 Settlement Agreement, should be finally approved by the Court as fair,
10 reasonable and adequate;
- 11 c. Whether judgment should be entered based on the Settlement Agreement;
12 and
- 13 d. Such other matters as the Court may deem necessary or appropriate. The
14 Court may finally approve the Settlement at or after the Fairness Hearing
15 with any modifications agreed to by the Parties and without further notice to
16 the Class Members.

17 23. The Court orders that any Class Member who has not requested to be excluded from
18 the Settlement, and any other interested person, may appear at the Fairness Hearing in person or by
19 counsel and be heard.

20 24. Any responses to any written objections to the Settlement and any other matter in
21 support of the Settlement shall be filed with the Court with Plaintiff's motion for final approval of
22 the Settlement.

23 25. The Court may adjourn the Fairness Hearing, including the consideration of the
24 application for the payment of an enhancement payment to the Class Representative and for
25 attorneys' fees and expenses, without further notice of any kind other than an announcement of such
26 adjournment in open court at the Fairness Hearing or any adjournment thereof.

27 26. The Court HEREBY GRANTS preliminary approval of the class action settlement
28 as set forth above and sets the following schedule:

1	Deadline for Defendant to provide Class Data to Administrator	21 calendar days after entry of Preliminary Approval
2	Deadline for Administrator to mail Class Notice	14 calendar days after provision of Class Data to Administrator
3	Last day for Class Members to dispute claim amounts, submit any requests for exclusions or objections	45 calendar days from date Class Notice is mailed
4	Deadline for Plaintiff to file motion for final approval of class action settlement, attorneys' fees, costs and class representative service payment	March 3, 2026
5	Final Fairness Hearing and hearing on Plaintiff's motion for fees, costs and class representative service payment	March <u>14</u> , 2026 at <u>1:30 p.m.</u>
6		
7		
8		
9		
10		
11		

12 **IT IS SO ORDERED.**

13 Dated: 12/12/2025



14 HONORABLE ERIC LACALSI, ~~Judge~~^{Judge}
15 JUDGE OF THE SUPERIOR COURT

21

24

25

26

27

28