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County of Madera
12/12/2025
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Attorneys for Plaintiff JOEY GARCIA, on
behalf of himself and others similarly situated

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

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

Plaintiff,

v.

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

Defendants.

CASE NO. MCV091541

Assigned to Hon. Eric Liscalsi, Department 44

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

Date: December 2, 2025

Time: 8:30 a.m.

Dept.: 44

Complaint Filed: March 25, 2024

First Amended Complaint Filed: December 2, 2025

AMENDED ~~PROPOSED~~ ORDER

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

IT IS HERBY ORDERED:

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

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

Conditional Certification of the Class

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

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

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

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

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

Preliminary Approval of Settlement

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

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

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

10. The Court approves the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Approval (“Class Notice”), attached as **Exhibit 1** to the Settlement Agreement and as **Exhibit 1** to this Order. The Court further finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the proposed Settlement, of the Class Members’ right and opportunity to be excluded from the Settlement, of the Class Members’ right and opportunity to challenge Defendant’s records of workweeks worked; and of the Class Members’ right and opportunity to object to the Settlement.

Form and Timing of Class Notice

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

12. No later than fourteen (14) calendar days after the Administrator receives the Class Data from Defendant, the Administrator shall mail the Class Notice, substantially in the form of Exhibit 1 attached to the Settlement Agreement and this Order, to be mailed by first-class mail postage pre-paid and emailed, to the extent email addresses are available, to all Class Members 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 approval of class action settlement, Class Counsel shall serve and file a sworn statement from the Administrator attesting to compliance with the service of the Class Notice, as set forth above. The cost of giving notice to the Class Members shall be paid as set forth in the Settlement Agreement.

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

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:

Deadline for Defendant to provide Class Data to Administrator	21 calendar days after entry of Preliminary Approval
Deadline for Administrator to mail Class Notice	14 calendar days after provision of Class Data to Administrator
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
Deadline for Plaintiff to file motion for final approval of class action settlement, attorneys' fees, costs and class representative service payment	March 3, 2026
Final Fairness Hearing and hearing on Plaintiff's motion for fees, costs and class representative service payment	March FE , 2026 at 11:00 :__ a.m./ p.m.

IT IS SO ORDERED.

Dated: 12/12/2025



HONORABLE ERIC ~~LACALSI~~ ~~Șoapă~~ ~~Șoapă~~
JUDGE OF THE SUPERIOR COURT