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**FILED**  
Superior Court of California,  
County of Madera  
**03/10/2026**  
Adrienne Calip / Clerk of Court  
By: Isabel Rodriguez, Deputy Clerk

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. Hon. Eric LaCalsi  
Department 44

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT AND ENTERING  
FINAL JUDGMENT**

Complaint Filed: March 25, 2024

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff  
3 JOEY GARCIA (“Plaintiff”) against Defendant ADVANCED DRAINAGE SYSTEMS, INC., a  
4 Delaware corporation (“Defendant”). The Motion for Final Approval of Class Action Settlement came  
5 before this Court on March 10, 2026.

6 **WHEREAS**, the Court granted preliminary approval of the Class Action and PAGA Settlement  
7 and Class Noticer (“Settlement” or “Settlement Agreement”) on December 12, 2025.

8 **WHEREAS**, Plaintiff JOEY GARCIA has applied to the Court for an order granting final  
9 approval of the Settlement Agreement.

10 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed  
11 Settlement and for entry of an order of final approval and entry of final judgment thereon. The Court  
12 has read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement; Motion for  
13 Approval of Approval of Attorneys’ Fees and Costs; the Declarations of Marcus Bradley, Joey Garcia,  
14 and Cassandra Polites of ILYM Group; and the supporting documents annexed thereto.

15 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**  
16 **ADJUDGED, AND DECREED:**

17 1. The Court has personal jurisdiction over all Class Members and that the Court has subject  
18 matter jurisdiction to approve the Settlement;

19 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and in  
20 compliance with California Code of Civil Procedure, the California and United States Constitutions  
21 (including the due process clauses), the California Rules of Court and any other applicable law, and in  
22 the best interest of each of the Parties and the Class members and is hereby finally approved in all  
23 respects.

24 3. The Parties are hereby directed to perform the terms of the Settlement as described in the  
25 Settlement Agreement according to its terms and provisions.

26 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class  
27 Members, except those who timely and properly filed Requests for Exclusions, as well as their heirs,  
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1 executors, and administrators, successors, and assigns.

2 5. As of February 9, 2026, ILYM Group has not received any request for exclusion.

3 6. It is ordered that the Class is certified for settlement purposes only. The Court finds that  
4 an ascertainable class exists and a well-defined community of interest exists in the questions of law and  
5 fact involved because in the context of the Settlement: (i) there are questions of law and fact common to  
6 the Class which, as to the Settlement and all related matters, predominate over any individual questions;  
7 (ii) the Claims of Plaintiff are typical of the Claims of the Class; and (iii) in negotiating, entering into and  
8 implementing the Settlement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented  
9 and protected the interest of the Class.

10 7. The Court finds that the Notice and notice methodology implemented pursuant to this  
11 Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated,  
12 under the circumstances, to apprise the Class of the pendency of the Action, their right to object to or  
13 exclude themselves from the proposed Settlement and their right to appear at the Final Settlement Hearing;  
14 (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive  
15 notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California  
16 and United States Constitution (including the Due Process Clause), the California Rules of Court and any  
17 other applicable law.

18 8. The Class is hereby made final. The Class is defined as: Plaintiff Class members means  
19 all persons who have been or currently are employed by defendant and who help or hold jobs which  
20 defendant classified as non-exempt employees in the state of California for March 25, 2022 to October 1,  
21 2025.

22 9. Aggrieved Employees are defined as: persons employed by defendant in California and  
23 classified as an hourly paid or non-exempt employee who worked for defendant from June 12, 2023 to  
24 October 1, 2025.

25 10. The "Class Period" is the period from March 25, 2022 to October 1, 2025.

26 11. The "PAGA Period" is any Pay Period during which an Aggrieved Employee worked for  
27 Defendant for at least one day during the PAGA Period, which is from June 12, 2023 to October 1, 2025.

1           12. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,  
2 Plaintiff shall release all claims against Defendant and any of its former and present parents, subsidiaries,  
3 affiliates, owners, insurers, insurance policies, and benefit plans; each of the former and present officers,  
4 directors, employees, equity holders (including, without limitation, partners, shareholders, holders of  
5 membership interests, or any other person or entity with an interest in or obligation regarding  
6 Defendants' assets or liabilities), agents, representatives, administrators, fiduciaries, and attorneys of the  
7 entities and plans described in this sentence; and any other predecessors, successors, transferees, and  
8 assigns of each of the persons and entities described in this sentence ("Released Parties") as outlined in  
9 the Settlement Agreement.

10           13. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,  
11 Plaintiff and the Participating Class Members (other than those who submit a valid opt-out/request for  
12 exclusion pursuant to Section 7.5) will fully release and discharge Defendant and the Released Parties  
13 (including Defendant's subsidiaries, affiliates, parents, agents, employees, partners, directors, officer,  
14 attorneys, trustees, insurers, representatives, predecessors, successors, and assigns) of all claims  
15 alleged in the operative complaint or that could have been alleged based on the facts therein, including  
16 claims for failure to pay minimum wages or all wages owed (Cal. Labor Code §§ 204, 1194, 1194.2,  
17 1197, and 1197.1); failure to pay overtime (Cal. Labor Code §§ 1194 and 1198); failure to provide  
18 meal periods (Cal. Labor Code §§ 226.7, and 512); failure to authorize and permit rest breaks (Cal.  
19 Labor Code § 226.7); failure to indemnify necessary business expenses (Cal. Labor Code § 2802);  
20 failure to timely pay final wages at termination (Cal. Labor Code §§ 201 – 203); failure to provide  
21 accurate itemized wage statements (Cal. Labor Code § 226); failure to produce requested employment  
22 records (Cal. Labor Code §§ 226 and 1198.5); unfair business practices (Cal. Business and Profession  
23 Code §§ 17200, et seq.); civil penalties under the Private Attorneys General Act (Cal. Labor Code §§  
24 2699, et seq.); the Fair Labor Standards Act; and all other civil and statutory penalties, including but  
25 not limited to statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages,  
26 interest, attorneys' fees, litigation costs, restitution, and equitable relief.

27           14. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement, All  
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1 Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to  
2 release, on behalf of themselves and their respective former and present representatives, agents,  
3 attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for  
4 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period  
5 facts stated in the Operative Complaint and the PAGA Notice, overtime, failure to provide meal and  
6 rest periods, failure to provide accurate wage statements, failure to pay all wages due at separation,  
7 and failure to reimburse business expenses, including Labor Code sections 201, 202, 203, 210, 223,  
8 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199,  
9 2699, 2699.3, 2802, 2810.5 during the PAGA Period. Aggrieved Employees only release these claims  
10 for the duration of the PAGA Period.

11 15. The Gross Settlement Amount is Six Thousand Dollars and Zero Cents (\$600,000.00).  
12 The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

13 16. The Court orders the calculations and the payments to be made and administered in  
14 accordance with the terms of the Settlement Agreement.

15 17. The Court hereby finds that Plaintiff and Class Counsel adequately represented the  
16 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby  
17 confirms Bradley/Grombacher LLP as Class Counsel in this Action.

18 18. The Court hereby finds the unopposed application of Class Counsel for a costs and  
19 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of  
20 all the circumstances, and is hereby granted. Of the Gross Settlement Amount, \$200,000.00 shall be paid  
21 for attorney fees and \$15,821.02 shall be paid for litigation costs.

22 19. The unopposed application of Class Counsel for a Class Representative Service Payment  
23 is hereby granted. Of the Gross Settlement Amount, \$10,000.00 as Class Representative Service  
24 Payment shall be allocated to Named Plaintiff Joey Garcia.

25 20. The unopposed application of Class Counsel for claims administration fees to ILYM  
26 Group is hereby granted. Of the Gross Settlement Amount, \$8,950.00 shall be paid for settlement  
27 administration fees.

1           21.     The Court approves the PAGA Penalties in the amount of \$25,000.00. The Court  
2 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$18,750.00. The  
3 Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$6,250.00 shall be  
4 allocated to the Aggrieved Employees according to the terms of the Settlement Agreement.

5           22.     If a Participating Class Member does not cash his or her settlement check within 180  
6 days, the uncashed funds shall be transmitted by the Settlement Administrator to the California  
7 Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid  
8 residue" subject to the requirements of California Code of Civil Procedure, subd. (b).

9           23.     Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or  
10 for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

11          24.     The Parties are authorized, without further approval from the Court, to agree to and to  
12 adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached  
13 hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class  
14 Members under the Stipulation.

15          25.     Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall  
16 retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration  
17 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.  
18 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over  
19 the Actions, the Parties, and the Class, as well as the administration and enforcement of the Settlement.  
20 Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or  
21 implementation of the Settlement shall be presented by motion to the Court; provided however, that  
22 nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the  
23 Settlement pursuant to the terms of the Settlement Agreement.

24          26.     This Final Order shall constitute a final judgment.

25          27.     The Court hereby dismisses the action (including all individual claims and Released  
26 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the  
27 Settlement Agreement.

1           28.     A compliance hearing is set to be held on Tue, 2027, at 11:00 a.m. in  
2 Department 44 of the Madera County Superior Court.

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4           **IT IS SO ORDERED.**



5  
6 Dated:    03/10/2026

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7           HON. ERIC LACALSI  
8           JUDGE OF THE SUPERIOR COURT



*Garcia v. Advanced Drainage Systems, Inc.*  
**Madera County Superior Court**  
**Case No. MCV091541**

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**Service List**

<b>VORYS, SATER, SEYMOUR AND PEASE LLP</b> Cory D. Catignani, Esq. 2211 Michelson Drive, Suite 500 Irvine, CA 92612 Telephone: (949) 526-7904 Facsimile: (949) 526-7904 <a href="mailto:cdcattignani@vorys.com">cdcattignani@vorys.com</a>  c.c Emma Garcia <a href="mailto:emgarcia@vorys.com">emgarcia@vorys.com</a>	Attorneys for Defendant ADVANCED DRAINAGE SYSTEMS, INC.
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