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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MADERA

JOEY GARCIA, individually and on behalf of
all other aggrieved employees,

Plaintiff,

vs.

ADVANCED DRAINAGE SYSTEMS, INC., a
Delaware Corporation; and DOES 1 through 100,
inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of Madera
06/12/2024 at 05:57:17 PM
By: Annie Gomez, Deputy Clerk

CASE NO. MCV092195

REPRESENTATIVE ACTION
COMPLAINT FOR:

- 1. Civil Penalties Pursuant to PAGA
Labor Code §§ 2698, et seq.**

1 Plaintiff JOEY GARCIA, on behalf of the State of California and as an “aggrieved employee”
2 acting as a private attorney general, hereby brings this civil law enforcement action under the
3 California Private Attorneys General Act (“PAGA”) against Defendant ADVANCED DRAINAGE
4 SYSTEMS, INC., a Delaware Corporation; and DOES 1 through 100 (hereinafter collectively referred
5 to as “Defendants”) on behalf of himself and Aggrieved Employees. Plaintiff brings this action upon
6 information and belief, except as to his own actions, the investigation of his counsel, and the facts that
7 are a matter of public record, as follows:

8 **NATURE OF THE CASE**

9 1. This is a law enforcement and representative action under the Private Attorneys
10 General Act (“PAGA”) of the California *Labor Code* arising out of Defendants’ failure, in violation
11 of the applicable wage orders and/or California Labor Code, to provide their hourly non-exempt
12 employees with, *inter alia*: all wages and overtime pay; compliant meal periods; and accurate itemized
13 wage statements.

14 2. At all times relevant herein, on information and belief, Defendants have operated in
15 California as a manufacturer of drainage products and water management services. Advanced
16 Drainage Systems, Inc. is registered with the California Secretary of State and authorized to do
17 business in the State of California, although headquartered in Hillard, Ohio.

18 3. At all relevant times, Defendants issued and maintained uniform, standardized
19 scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in
20 California, including Plaintiff and others similarly situated, regardless of their location or position.

21 4. Defendants have maintained policies and practices across its locations which have
22 failed and continue to fail to pay Plaintiff and other non-exempt employees all wages, as well as
23 overtime wages earned. Specifically, as a matter of policy and practice, Defendants required Plaintiff
24 and its other non-exempt employees to work off the clock during meal periods, but did not provide
25 them with compensation for such time worked.

26 5. Further, Defendants failed to provide Plaintiff and other non-exempt employees with
27 compliant meal breaks, as the result of, *inter alia*, frequently interruptions or ongoing work duties.
28 Plaintiffs and other similarly situated were also not compensated for reporting time. Plaintiff and

1 other non-exempt employees would frequently be sent home after arriving for their scheduled shifts
2 without any pay.

3 6. In light of the foregoing, Defendants failed to provide Plaintiff and other non-exempt
4 employees with compliant wage statements and failed to timely pay all wages during employment and
5 upon separation from employment.

6 7. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
7 engaged in, among other things a system of willful violations of the Labor Code and the applicable
8 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny
9 employees the above stated rights and benefits.

10 8. California *Labor Code* §§ 2698 *et seq.*, grants California employees the right to bring
11 a civil action for violation of any provision of the Labor Code on behalf of themselves and other
12 current and former employees to recover civil penalties. In passing PAGA, the California Legislature
13 “declared that adequate financing of labor law enforcement was necessary to achieve maximum
14 compliance with state labor law, that staffing levels for labor law enforcement agencies had declined
15 and were unlikely to keep pace with future growth of the labor market, and that it was therefore in the
16 public interest to allow aggrieved employees, acting as private attorneys general, to recover civil
17 penalties for Labor Code violations.” (*Arias v. Super Ct.* (2009) 46 Cal. 4th 969, 980.)

18 9. PAGA permits aggrieved employees to collect the civil penalties authorized by law
19 and normally collected by the Labor and Workforce Development Agency (“LWDA”) or any of its
20 departments or division. (See Lab. Code § 2699(a).) However, because the action is brought on behalf
21 of the state, 75% of the fees collected are distributed to the LWDA for the enforcement of labor laws
22 and for the education of employers and employees. The remaining 25% is shared between aggrieved
23 employees. (See Lab. Code § 2699(i).)

24 10. PAGA provides that any civil penalty assessed and collected by the LWDA for
25 violation of applicable provisions of the California Labor Code may, as an alternative, be recovered
26 through a civil action brought by an aggrieved employee on behalf of herself or himself and other
27 current or former employees pursuant to procedure outlined in California Labor Code § 2699.3.
28

11. Pursuant to Labor Code § 2699.3(a)(1)(A), before commencing a civil action, an aggrieved employee must first give notice by online filing with the LWDA and by certified mail to the employer of the alleged violations, including facts and theories to support the allegations. If the LWDA fails to investigate the alleged violations within 65 calendar days of the date of the notice, the aggrieved employee may then file a civil action to seek penalties.

12. On March 22, 2024, Plaintiff provided written notice to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

13. More than 65 calendar days have passed since the date notice was provided to the LWDA and Defendant. Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendant for violations of California Labor Code identified in this Complaint.

14. Plaintiff, on behalf of himself and all other aggrieved employees, also requests reasonable attorneys' fees and costs pursuant to, *inter alia*, California Labor Code § 2699(g).

JURISDICTION AND VENUE

15. The Court has jurisdiction over this representative action pursuant to article 6, section 10 of the California Constitution and Code of Civil Procedure section 410.10.

16. The Court also has jurisdiction over Plaintiff's and the Aggrieved Employees' claims for penalties pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*

17. On information and belief, Defendants because they are authorized to do business in the State of California and are registered with the California Secretary of State. Defendants have sufficient minimum contacts in California because of their business activities, or otherwise intentionally avail themselves of the California market through the advertising, marketing, and sale of goods and services, so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

18. Venue is proper in Madera County because the acts which give rise to this litigation occurred in this county and Defendants do business in Madera County. Additionally, venue is proper in Madera County because Defendants employed Aggrieved Employees in this County.

THE PARTIES

19. Plaintiff, Joey Garcia, is an individual over the age of eighteen (18) and is now, and/or at all times mentioned in this Complaint was, a resident and domiciliary of the State of California. During the relevant time period, Plaintiff worked for Defendants in Medera, California from approximately January 6, 2022 through approximately December 15, 2023. Plaintiff worked as a “Yard Loader/Forklift Operator” and earned approximately \$17.86 per hour.

20. Plaintiff is informed and believes, and based thereon alleges that Defendant ADVANTAGE DRAINAGE SYSTEMS, INC., is a Delaware Corporation. Plaintiff is further informed and believes that at all times relevant hereto, Defendant has transacted, and continues to transact, business throughout the state of California.

21. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious Defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff and the Aggrieved Employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

22. At all times herein mentioned, Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

23. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein were the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and were acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

24. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

25. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

26. The Aggrieved Employees, including the representative Plaintiff named herein, have been employed during the Relevant Period in California. The practices and policies which are complained of by way of this Complaint are enforced throughout the State of California.

FACTUAL ALLEGATIONS

27. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

28. Plaintiff and Aggrieved Employees seek compensation from Defendants for the relevant time period because Defendants:

- a. Failed to compensate Plaintiff and the Aggrieved Employees for overtime wages due;
- b. Failed to compensate Plaintiff and the Aggrieved Employees for all hours worked;
- c. Failed to provide Plaintiff and the Aggrieved Employees with compliant meal periods, and/or premium payments in lieu thereof;
- d. Failed to pay reporting time pay;
- e. Failed to provide accurate itemized wage statements;
- f. Failed to timely pay wages during employment; and
- g. Failure to timely pay all wages due to Plaintiff and members of the Plaintiff Class upon termination or within 72 hours of resignation

29. As a direct result of the wage and hour violations herein alleged, Plaintiff and the Aggrieved Employees have suffered and have incurred expenses and attorneys' fees in seeking to

1 compel Defendants to fully perform its obligations under state law, all to Plaintiff's respective damage
2 in amounts according to proof at the time of trial.

3 ***Defendants' Failure to Pay Overtime Wages***

4 30. Because Plaintiff and Aggrieved Employees worked shifts of eight (8) hours a day or
5 more or forty (40) hours a week or more, some of their time, including their time spent working off-
6 the-clock described above, qualified for overtime premium pay. Specifically, as a matter of policy
7 and practice Defendant routinely required Plaintiff and members of the Class to work off the clock
8 during their meal breaks for which overtime was incurred.

9 31. Defendants did not compensate their hourly non-exempt employees for overtime
10 premium pay that accrued as a result of off-the-clock work mandated by Defendants, for Defendants'
11 sole benefit.

12 ***Defendants' Failure to Pay all Wages and Minimum Wages***

13 32. As stated above, during the relevant time period, as a result of, *inter alia*, Defendants'
14 policy of off-the-clock work, whereby Defendants maintained control over employees before and/or
15 after their scheduled shift times, and/or before, after, or during meal periods, Plaintiff and the
16 Aggrieved Employees were forced to work off-the-clock.

17 33. Thus, Defendants did not pay at least minimum wages for all hours worked by Plaintiff
18 and the Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for
19 overtime premium payment, Defendants did not pay at least minimum wages for those hours worked
20 off-the-clock.

21 ***Defendants' Failure to Provide Compliant Meal Periods***

22 34. As stated above, during the relevant time period, Defendants failed to provide Plaintiff
23 and other non-exempt employees with compliant, uninterrupted meal breaks, as required by law.
24 Premium payments were not paid as the result of the violations described herein.

25 ***Defendants' Failure to Timely Pay all Wages During Employment***

26 35. Labor Code section 204 requires that all wages earned by any person in any
27 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
28 wages due upon termination of an employee, are due and payable between the 16th and the 26th day

1 of the month during which the labor was performed, and that all wages earned by any person in any
2 employment between the 16th and the last day, inclusive, of any calendar month, other than those
3 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
4 the following month.

5 36. Labor Code section 204 also requires that all wages earned for labor in excess of the
6 normal work period shall be paid no later than the payday for the next regular payroll period.
7 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed
8 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
9 not more than seven (7) calendar days following the close of the payroll period.

10 37. At all times relevant hereto, Defendants willfully failed to pay Plaintiff and Aggrieved
11 Employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal
12 period premiums, including compensation required for time spent “off-the-clock,” within the time
13 periods specified by Labor Code section 204.

14 ***Defendants’ Failure to Pay Reporting Time Pay***

15 38. Despite the requirements of the applicable wage order, Defendants failed to pay
16 reporting pay when Plaintiff and the members of the Class were required to report to work and did
17 report but were furnished less than half of their scheduled day’s work.

18 39. Specifically, Plaintiff alleges that on several occasions he and the Class members
19 reported to their place of work and were told to return home but were paid less than an hour of wages.

20 ***Defendants’ Failure to Provide Compliant Wage Statements***

21 40. During the relevant time period, Defendants have knowingly and intentionally
22 provided Plaintiff and Aggrieved Employees with uniform, incomplete, and inaccurate wage
23 statements. For example, Defendants issued uniform wage statements to Plaintiff and Aggrieved
24 Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and
25 all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages
26 and/or meal period premiums, and the corresponding number of hours actually worked.

27 41. Because Defendants did not record the time Plaintiff and Aggrieved Employees spent
28 working off-the-clock, Defendants did not list the correct amount of gross wages and net wages earned

1 by Plaintiff and Aggrieved Employees in compliance with Labor Code sections 226(a)(1) and
2 226(a)(5), respectively.

3 42. For the same reason, Defendants failed to accurately list the total number of hours
4 worked by Plaintiff and Aggrieved Employees and failed to list the applicable hourly rates of pay in
5 effect during the pay period and the corresponding accurate number of hours worked at each hourly
6 rate.

7 43. As a result of the above, Plaintiff and Aggrieved Employees have been prevented from
8 verifying, solely from information on the wage statements themselves, that they were paid correctly
9 and in full. Instead, Plaintiff and Aggrieved Employees have had to look to sources outside of the
10 wage statements themselves and reconstruct time records to determine whether in fact they were paid
11 correctly and the extent of underpayment, thereby causing them injury.

12 ***Defendants' Failure to Timely Pay all Wages During Employment***

13 44. Labor Code section 204 requires that all wages earned by any person in any
14 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
15 wages due upon termination of an employee, are due and payable between the 16th and the 26th day
16 of the month during which the labor was performed, and that all wages earned by any person in any
17 employment between the 16th and the last day, inclusive, of any calendar month, other than those
18 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
19 the following month.

20 45. Labor Code section 204 also requires that all wages earned for labor in excess of the
21 normal work period shall be paid no later than the payday for the next regular payroll period.
22 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed
23 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
24 not more than seven (7) calendar days following the close of the payroll period.

25 46. During the class period, Defendants willfully failed to pay Plaintiff and members of
26 the Class all wages due including, but not limited to, minimum wages, and/or meal period premiums,
27 within the time periods specified by Labor Code section 204.

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1 ***Defendants' Failure to Timely Pay Final Wage Upon Termination***

2 47. Defendants willfully failed to pay Plaintiff and members of the Class who are no longer
3 employed by Defendants the earned and unpaid wages set forth above, including but not limited to,
4 overtime wages, minimum wages, and/or meal period premiums, either at the time of discharge, or
5 within seventy-two (72) hours of their leaving Defendants' employment.

6 ***Facts Regarding Willfulness***

7 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and
8 were advised by skilled lawyers, other professionals, employees with human resources background
9 and advisors with knowledge of the requirements of California wage and hour laws.

10 49. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
11 Defendants knew or should have known that their non-exempt employees, including Plaintiff, were
12 entitled to, *inter alia*: complete, proper, and timely compensation for all hours and overtime worked;
13 complete and compliant meal\ periods, or premiums in lieu thereof; and accurate, itemized wage
14 statements.

15 ***Plaintiff's Exhaustion of Administrative Remedies***

16 50. Plaintiff has complied with the procedures for bringing suit for civil penalties under
17 the Private Attorneys General Act ("PAGA") codified in Labor Code §§ 2698 *et seq.*

18 51. Pursuant to the requirements for bringing suit under PAGA enumerated in Labor Code
19 § 2699.3, Plaintiff provided notice to the Labor and Workforce Development Agency ("LWDA") and
20 Defendants, by letter dated March 22, 2024, of the specific provisions of the *Labor Code* alleged to
21 have been violated, including the facts and theories to support the alleged violations.

22 52. More than sixty-five (65) days have passed since the date the notice was mailed to
23 Defendants and the LWDA, and Plaintiff has received no response from the LWDA indicating that it
24 plans to investigate.

25 53. Accordingly, Plaintiff has satisfied the administrative prerequisites under California
26 Labor Code section 2699.3(a) to recover civil penalties against Defendant for violations of California
27 Labor Code identified in this Complaint.

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1 **FIRST CAUSE OF ACTION**

2 **Civil Penalties Pursuant to PAGA (Labor Code §§ 2698, *et seq.*)**

3 **(On Behalf of All Aggrieved Employees Against Defendants)**

4 54. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
5 herein.

6 55. At all times set forth herein, the Private Attorneys General Act of 2004 (PAGA,
7 California Labor Code §§ 2698–99) applied to Defendants’ employment of Plaintiff and the Aggrieved
8 Employees.

9 56. At all times set forth herein, California Labor Code § 2699(a) has provided that any
10 provision of law under the California Labor Code that provides for a civil penalty to be assessed and
11 collected by the Labor and Workforce Development Agency (LWDA) for violations of the California
12 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
13 employee on behalf of himself and other current or former employees pursuant to procedures outlined
14 in California Labor Code § 2699.3.

15 57. At all times set forth herein, the PAGA has also provided that for the violation of any
16 Labor Code provision that does not itself contain a civil penalty, there are established civil penalties
17 of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each
18 aggrieved employee per pay period for each subsequent violation. Cal. Lab. C. § 2699(f).

19 58. A civil action under PAGA may be brought by an “aggrieved employee,” any person
20 that was employed by the alleged violator and against whom one or more of the alleged violations was
21 committed.

22 59. Defendants have been committing, and continue to commit, violations of the California
23 Labor Code, including, but not limited to:

- 24 a. violations of Labor Code sections 510, 1198;
25 b. violations of Labor Code sections 221, 223, 1182, 1194, 1197, and 1198;
26 c. violations of Labor Code sections 226.7 and 5128;
27 d. violations of Labor Code sections 218 and 1194 ;
28 e. violations of Labor Code sections 226(a) and 1174;

- f. violations of Labor Code section 204;
- g. violations of Labor Code sections 201–203.

60. Plaintiff was employed by Defendants and the alleged violations have been committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and other employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendant, and one or more of the alleged violations were committed against them.

61. Pursuant to California Labor Code § 2699.3, aggrieved employees, including Plaintiff, may pursue a civil action arising under the PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violations sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

62. On March 22, 2024, Plaintiff provided written notice to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

63. More than 65 calendar days have passed since the date notice was provided to the LWDA and Defendant. Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendant for violations of California Labor Code identified in this Complaint.

64. Accordingly, Plaintiff and the other aggrieved employees are entitled to and seek to recover civil penalties for Defendants' violation of the Labor Code during the applicable limitations period.

65. Pursuant to California Labor Code section 2699(g), Plaintiff, on behalf of himself and other aggrieved employees, is entitled to an award of reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For penalties pursuant to the applicable wage order, and *Labor Code* §§ 200, 203, 210, 226, 226.3, 226.7, and 1198.5;
2. For costs of suit and expenses incurred herein pursuant to California *Labor Code* §§ 226, 1194, and 2699 (g)(1);
3. For reasonable attorneys' fees pursuant to California *Labor Code* §§ 226, 1194, 2699 (g)(1), and *Civil Procedure* § 1021.5, and/or other applicable law;
4. A declaratory judgment that Defendants have knowingly and intentionally violated the following provisions of law;
 - a. California *Labor Code* §§ 510, 1198 and the applicable Wage Orders for failing to pay overtime;
 - b. California *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, 1197, 1198, 218, 221, 223 and the applicable Wage Orders for failing to pay all wages;
 - c. California *Labor Code* §§ 226.7, 512, 516, 1198 and the applicable Wage Orders for failing to provide complaint meal periods ;
 - d. California *Labor Code* § 226, 1174 and the applicable Wage Orders by failing to provide compliant wage statements;
 - e. California *Labor Code* § 204 and the applicable Wage Orders for failing to pay wages timely during employment
 - f. California *Labor Code* § 201 and 202 and the applicable Wage Orders for failing to pay wages at termination;

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1 5. For all such other and further relief that the Court may deem just and proper.

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3 DATED: June 12, 2024

BRADLEY/GROMBACHER, LLP

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5 

6 By: _____

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