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FILED
Superior Court of California
County of Los Angeles
11/20/2025

David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

6 *Attorneys for Plaintiff Kenneth Nesmith*

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 KENNETH NESMITH, on behalf of himself
and other similarly situated employees in the
11 State of California,

12 **Plaintiff,**

13 **v.**

14 RCS SAFETY, LLC., DBA ROADWAY
CONSTRUCTION SERVICE, and DOES 1
15 through 50 inclusive,

16 **Defendant.**

Case No.: 23STCV18913

[Assigned for All Purposes to the Hon. William F. Highberger, Dept. 10]

[PROPOSED] JUDGMENT

Date: November 20, 2025
Time: 1:30 p.m.
Dept: 10
Judge: Hon. William F. Highberger

Amended Complaint Filed: October 2, 2023
Complaint Filed: August 9, 2023
Trial Date: None set

1 In accordance with, and for the reasons stated in the Order Granting Plaintiff Kenneth Nesmith’s
2 Motion for Final Approval of Class Action and PAGA Settlement, final judgment is hereby entered in this
3 action in favor of Plaintiff Kenneth Nesmith (“Plaintiff”) in the amount of \$1,100,000.00 against
4 Defendant RCS Safety, LLC, dba Roadway Construction Service (“Defendant”) (Plaintiff and Defendant
5 are collectively referred to as the “Parties”) pursuant to the terms set forth in the Class Action and PAGA
6 Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”) attached as Exhibit 2
7 to the Declaration of Hali M. Anderson in support of Plaintiff’s Motion for Final Approval of Class Action
8 and PAGA Settlement.

9 **IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

10 1. In accordance with the Order Granting Plaintiff Kenneth Nesmith’s Motion for Final
11 Approval of Class Action and PAGA Settlement, the Court finds the \$1,100,000.00 non-reversionary
12 settlement to be fair, adequate, and reasonable and hereby enters final judgment.

13 2. Regarding the Class, this Court finds that the Class has at all times been adequately
14 represented by Plaintiff and ARCH Legal, P.C. (“Class Counsel”), and grants class certification and
15 hereby certifies the following Class for purposes of effectuating the settlement only: All persons employed
16 by Defendant in California and classified as non-exempt employees who worked for Defendant during the
17 Class Period. The “Class Period” refers to the period of August 9, 2019, to December 1, 2024.

18 3. The Court also approves the PAGA Penalties to be paid to the California Labor and
19 Workforce Development Agency (“LWDA”) and the “Aggrieved Employees” which consists of all
20 persons employed by Defendant in California and classified as a non-exempt employee who worked for
21 Defendant during the PAGA Period. The “PAGA Period” refers to the period from August 9, 2022, to
22 December 1, 2024.

23 4. The Court finds zero Settlement Class Members requested to be excluded from the
24 Settlement and zero Settlement Class Members submitted an objection to the Settlement.

25 5. Pursuant to the Settlement Agreement, and in exchange for the consideration, undertakings,
26 and covenants agreed to by the parties in the Settlement Agreement, and to the fullest extent permitted by
27 applicable law, effective on the date that Defendant pays the Gross Settlement Amount to the
28 Administrator, all Participating Class Members, on behalf of themselves and their respective former and

1 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
2 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the
3 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except
4 as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any
5 other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment
6 and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
7 based on facts occurring outside the Class Period.

8 6. Pursuant to the Settlement Agreement, and in exchange for the consideration, undertakings,
9 and covenants agreed to by the Parties in the Settlement Agreement, and to the fullest extent permitted by
10 applicable law, effective on the date that Defendant pays the Gross Settlement Amount to the
11 Administrator, all Non-Participating Class Members who are Aggrieved Employees are deemed to release,
12 on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were
14 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
15 Complaint, and the PAGA Notice and ascertained in the course of the Action.

16 7. Further, the Court hereby:

- 17 a. Awards \$366,630.00 in attorneys' fees to Class Counsel ARCH Legal, P.C.;
- 18 b. Awards \$21,068.95 in litigation costs to ARCH Legal, P.C.;
- 19 c. Awards \$7,500.00 to Plaintiff Kenneth Nesmith as a Class Representative Service
20 Payment;
- 21 d. Awards \$8,500.00 as the Administration Expenses Payment to Apex Class Action,
22 LLC; and
- 23 e. Approves the \$25,000.00 PAGA Penalties, 65% of which (\$16,250.00) will be paid
24 to the California Labor and Workforce Development Agency, while the remaining
25 35% (\$8,750.00) will be distributed to the Aggrieved Employees as defined in the
26 Settlement.

27 8. Pursuant to the Settlement, the Parties are hereby authorized, without needing further
28 approval from the Court, to agree to and adopt such amendments to, and modifications and expansions of,

1 the Settlement, as are in writing and signed by the Parties' counsel and are consistent with this Judgment
2 and the Order Granting Final Approval.

3 9. Pursuant to California Rule of Court 3.769(h), this Court reserves exclusive and continuing
4 jurisdiction over this action and the Parties for the purposes of: (a) supervising the implementation,
5 enforcement, construction, and interpretation of the Settlement Agreement and the Order Granting
6 Plaintiff Kenneth Nesmith's Motion for Final Approval of Class Action and PAGA Settlement; and
7 (b) supervising distribution of amounts paid under this Settlement.

8 10. This document shall constitute a Judgment for purposes of California Rules of Court, Rule
9 3.769(h).

10 11. Pursuant to California Rules of Court, Rule 3.771(b), the Administrator is ordered to post
11 on its website a copy of this Judgment for a period of 30 days.

12 12. Without affecting the finality of the Judgment, the Court shall retain exclusive and
13 continuing jurisdiction over the above-captioned action and the Parties, including all Class Members and
14 Aggrieved Employees, for purposes of enforcing the terms of the Judgment entered herein.

15 **JUDGMENT IS HEREBY ENTERED.**

16 11/20/2025

17 Dated: _____



Hon. William F. Hightberger
Judge of the Superior Court