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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.
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Case No.: 23STCV18913

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

**SUPPLEMENTAL DECLARATION OF HALI M. ANDERSON IN SUPPORT OF PLAINTIFF'S MOTION FOR:
(1) PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT;
(2) PROVISIONAL CERTIFICATION OF THE SETTLEMENT CLASS; (3) APPROVAL OF CLASS NOTICE AND NOTICE PLAN;
(4) APPOINTMENT OF CLASS COUNSEL AND CLASS REPRESENTATIVE;
(5) APPOINTMENT OF SETTLEMENT ADMINISTRATOR; AND (6) SETTING A FINAL APPROVAL HEARING**

Date: August 5, 2025
Time: 3:30 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 I, Hali M. Anderson, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I
3 am a shareholder of the law firm GrahamHollis APC in San Diego, California. Samara A. Bahu and I are
4 the primary attorneys from my firm handling this case. I am thoroughly familiar with, and have personal
5 knowledge of, all of the facts set forth herein. If called as a witness, I could and would competently testify
6 to the information set forth below.

7 2. I submit this supplemental declaration in support of Plaintiff Kenneth Nesmith's
8 ("Plaintiff") Unopposed Motion for Preliminary Approval of Class Action and PAGA Action Settlement
9 ("MPA"), in response to the Court's July 25, 2025, message posted on Case Anywhere.

10 3. In light of the Court's message entered on Case Anywhere on July 25, 2025, this
11 supplemental declaration serves to: (1) provide the Court with Plaintiff's Individual Settlement
12 Agreement; (2) revise the Class Notice to expressly disclose the \$25,000 Plaintiff is to receive under his
13 Individual Settlement Agreement; and (3) confirm to the Court that, before the Class Notice is distributed,
14 the Settlement Administrator will confirm, under penalty of perjury, whether the escalator clause is
15 triggered, and if so, whether Defendant will pay more or shorten the release period.

16 4. A true and correct copy of the fully executed Amended Class Action and PAGA Settlement
17 Agreement and Class Notice ("Settlement," "Settlement Agreement," or "SA") is attached as **Exhibit 1**.
18 The Amended Court Approved Notice of Class Action Settlement and Hearing Date for Final Court
19 Approval ("Class Notice" or "Notice") is attached to the Settlement Agreement as **Exhibit A**.

20 5. Pursuant to paragraph 12.5 of the Settlement Agreement, non-substantive modifications
21 only require signature of counsel. Accordingly, I have attached the Settlement Agreement which includes
22 the amended class notice with signatures of counsel for both parties.

23 6. On August 1, 2025, Plaintiff submitted a copy of the Amended Settlement Agreement to
24 the California Labor and Workforce Development Agency ("LWDA") via online submission. A true and
25 correct copy of the confirmation of submission is attached as **Exhibit 2**.

26 **PLAINTIFF'S INDIVIDUAL SETTLEMENT**

27 7. Separate and apart from the Class and PAGA Settlement, Plaintiff has entered into an
28 Individual Settlement Agreement and Full and Final Release ("Individual Settlement" or "ISA") resolving

1 his individual claims alleged in this Action. A true and correct copy of the fully executed Individual
2 Settlement is attached as **Exhibit 3**.

3 8. The basis of Plaintiff's individual claims is fully set forth in the operative Complaint.
4 Causes of action eight and nine assert Retaliation and Wrongful Termination in Violation of Public Policy.
5 Specifically, Plaintiff alleges that Defendant retaliated against him in violation of California Labor Code
6 sections 98.6 and 1102.5.

7 9. The negotiations of Plaintiff's individual claims were conducted independently and
8 separately from the negotiations of the Class and PAGA settlement. The Individual Settlement does not
9 conflict with the interests of the absent class members.

10 **CLASS NOTICE**

11 10. The Class Notice has been revised to expressly disclose the \$25,000 payment Plaintiff is
12 to receive under his Individual Settlement Agreement. The revised Class Notice now acknowledges this
13 parallel agreement and discloses its proposed terms to the class.

14 **ESCALATOR CLAUSE**

15 11. The Parties agreed to hire Apex Class Action, LLC ("Apex"), an experienced third-party
16 administrator, to serve as Settlement Administrator.

17 12. The Parties have agreed that, prior to distribution of the Class Notice, Apex will confirm,
18 under penalty of perjury, whether the escalator clause has or has not been triggered. If it has been triggered,
19 Apex will also confirm whether Defendant is increasing its payment obligations or shortening the release
20 period.

21 I declare under penalty of perjury under the laws of the State of California and the United States
22 that the foregoing is true and correct. Executed on August 1, 2025, in San Diego, California.

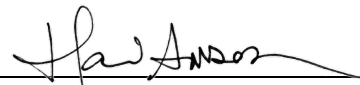
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24 
25 HALI M. ANDERSON

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

INDIVIDUAL SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF CLAIMS

Plaintiff Kenneth Nesmith, (“Plaintiff”) and Defendant RCS Safety, LLC dba Roadway Construction Service, (“RCS” or “Defendant”) hereby enter into this Individual Settlement Agreement and Full and Final Release of Claims (“Agreement”). Plaintiff and Defendant are collectively referred to as the “Parties” and individually, from time to time, as a “Party.”

RECITALS

WHEREAS, on August 9, 2023, Plaintiff filed a civil action in the Superior Court of the State of California, County of Los Angeles, entitled *Kenneth Nesmith v. RCS Safety, LLC, dba Roadway Construction Service*, Case No. 23STCV18913 alleging wage and hour violations against Defendant on behalf of a putative class of individuals (the “Action”). The Action also includes claims by Plaintiff on an individual basis against RCS alleging retaliation (under Labor Code sections 98.6 and 1102.5) and wrongful termination;

WHEREAS, on September 9, 2024, the Parties participated in an all-day mediation presided over by David Rotman, Esq. (“Mediator”), which led to the resolution of the Action. Thereafter a Memorandum of Understanding was entered into between the Parties outlining the basic terms of settlement as to the wage and hour / class and PAGA claims;

WHEREAS, on January 13, 2025, the Parties entered into the Class Action and PAGA Settlement Agreement, which will be submitted to the Court with Plaintiff’s Motion for Preliminary Approval; and

WHEREAS, the Parties now desire to compromise and settle in order to avoid further litigation, burdens, expense, any actions, and causes of action in any way arising out Plaintiff’s relationship with Defendant and its conclusion, and the allegations, claims, demands, and information in the Action. The Parties have considered the terms of the settlement contained herein in consultation with counsel, and each finds in their respective best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, representations, terms, conditions and releases contained herein, and the good and valuable consideration herein explicitly acknowledged by each Party to be satisfactory and adequate, and intending to be legally bound, the Parties agree as follows:

1. **Dismissal of the Action.**

No later than eight calendar days after Plaintiff signs this Agreement, Plaintiff’s counsel shall file a Request for Dismissal of all Parties with Prejudice (Cal. form CIV-110) as to all individual claims alleged by Plaintiff in the Action. Plaintiff agrees to take whatever other actions are necessary to ensure that the Action is dismissed in its entirety with prejudice.

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2. Consideration.

In exchange for Plaintiff's willingness to enter into this Agreement, RCS will pay to Plaintiff the gross sum of \$25,000. This settlement payment will be paid as follows:

- One check in the amount of \$3,333.33 made payable to "Kenneth Nesmith," less applicable tax withholdings, and for which an IRS Form W-2 shall issue, which sum accounts for alleged unpaid wages associated with Plaintiff's individual claims.
- One check in the amount of \$13,333.34 made payable to "Kenneth Nesmith," which sum covers Plaintiff's alleged emotional distress damages, penalties, and interest associated with his individual claims. A Form 1099 shall issue for this payment, and a W-9 shall be provided by Plaintiff with his execution of this Agreement.
- One check in the amount of \$8,333.33 made payable to "Graham Hollis APC," which sum covers Plaintiff's alleged costs and attorney's fees. A Form 1099 shall issue for this payment, and a W-9 shall be provided by GrahamHollis, APC along with Plaintiff's execution of this Agreement.
- The checks set forth above shall be sent to Plaintiff's counsel within 10 business days following the expiration of the Revocation Period. Plaintiff acknowledges and agrees that the benefits described in this Section 2 constitute sufficient consideration for Plaintiff's willingness to enter into this Agreement. Plaintiff understands and agrees that the consideration provided in this Section 2 would not be provided except for Plaintiff's execution of this Agreement and the fulfillment of the promises contained in this Agreement.

3. General Releases.

(a) Plaintiff's Release of Claims Against Defendant

In exchange for the good and valuable consideration provided, except as expressly provided below, Plaintiff hereby releases, relinquishes, and gives up (and agrees not to file any suit, arbitration, or grievance with the relevant union with respect to) any and all actions, causes of action, suits, debts, dues, sums of money, damages, judgments, executions, claims and demands whatsoever, whether individual or collective, in law or in equity, known or unknown, foreseen or unforeseen which Plaintiff ever had, now has or which he or his heirs, executors, personal or legal representatives, administrators, successors or assigns hereafter shall, can or may have up to and including the date of Plaintiff's execution of this Agreement against RCS and any and all of its respective present and former affiliates, subsidiaries, parents, predecessor, successor, other related companies, third-party beneficiaries, staffing companies and assigns, and their respective current and former owners, employees, officers, directors, trustees, administrators, contractors, legal representatives, agents, and insurers (collectively, the "RCS Releasees" or "the Released Parties").

The foregoing release includes, but is not limited to, any and all individual claims asserted or which could have been asserted in the Action, as well as any and all individual claims in any way arising out of, relating to, or resulting from: (a) Plaintiff's employment with and

separation from RCS; (b) any fact, statement, conduct or omission made on or prior or occurring on or prior to Plaintiff's execution of this Agreement; (c) any employment or business custom, practice or policy of Defendant, and/or (d) any conduct or decision of Defendant, which has in any way affected Plaintiff or discussions leading up to and/or culminating in this Agreement. The foregoing release also includes any grievances and actions that Plaintiff could have or can take by or through a union.

This release includes, but is not limited to, a release of any and all rights Plaintiff has to sue or bring any type of claim under the California Labor Code; the Unruh Act; the California Equal Pay Act; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et. seq.*; the Civil Rights Act of 1991, 1866 and 1870; the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* as amended by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"); the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*; the False Claims Act, 31 U.S.C. § 3729 *et seq.*; the Fair Labor Standards Act; 42 U.S.C. § 1981; the Americans with Disabilities Act 42 U.S.C. § 12101, *et. seq.*; the Family and Medical Leave Act; the Equal Pay Act of 1963; the Fair Credit Reporting Act ("FCRA"), the Worker Adjustment and Retraining Notification ("WARN") Act, the Age Discrimination in Employment Act ("ADEA"), the Uniform Services Employment and Reemployment Rights Act ("USERRA"), the Genetic Information Nondiscrimination Act ("GINA"), the Immigration Reform and Control Act ("IRCA"); the California Fair Employment and Housing Act, Cal. Gov. Code § 12900 *et seq.*; any state, federal, and local law, regulation and ordinance dealing with discrimination, harassment, and retaliation in employment, wrongful discharge, and retaliation for exercising any right or participating or engaging in any activity; the anti-retaliation provisions of the Occupational Safety and Health Act; the anti-retaliation provisions of the Dodd-Frank Act and the Sarbanes-Oxley Act; the Employee Retirement Income Security Act of 1974 (except as to claims for vested benefits); the Worker Adjustment and Retraining Notification Act; any federal, state or common law theory or cause of action for breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, liable, intentional or negligent infliction of emotional distress, negligent hiring, negligent retention, negligent training, negligent supervision, misrepresentation, fraud, promissory estoppel, invasion of privacy, violation of biometric privacy laws, assault, battery any other intentional tort or negligence claim, or obligations arising out of RCS Releasees' employment policies or practices, employee handbooks and/or any statements by any employee or agent of RCS Releasees whether oral or written; and for reinstatement, back pay, salary, wages, bonuses, commissions, incentive compensation, stock awards, paid leave, vacation, sick pay, severance, attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, and damage for personal, emotional or economic injury or harm of any kind expected or unexpected. Notwithstanding the foregoing, this release explicitly excludes the class and representative action claims and rights at issue in the Class Action and PAGA Settlement Agreement executed in relation to the class and representative claims alleged in the Action.

(b) California Civil Code § 1542 Waiver

The Parties also expressly waive any and all rights, provisions, and benefits conferred under, or by CAL. CIV. CODE § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff acknowledges that he may later discover claims or facts in addition to or different from those which he now knows or believes to exist with regards to the subject matter of this Agreement, and which if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, Plaintiff waives any and all claims that might arise as a result of such different or additional claims or facts. Plaintiff further represents and warrants that he has had adequate opportunity to discuss with an attorney of his choice the effect on his legal rights of the waiver of this Section 1542 of the California Civil Code.

(c) ADEA Waiver and Compliance with the Older Workers Benefit Protection Act.

In further consideration of the payments and benefits provided to Plaintiff in this Agreement, Plaintiff hereby irrevocably and unconditionally waives, releases, and discharges the Defendant and RCS Releasees from any and all Claims, whether known or unknown, from the beginning of time through the date of Plaintiff's execution of this Agreement, arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. By signing this Agreement, Plaintiff hereby acknowledges and confirms that:

- (i) Plaintiff has read this Agreement in its entirety and understands all of its terms;
- (ii) Plaintiff has been advised in writing to consult with an attorney, and has consulted with such counsel before signing this Agreement;
- (iii) Plaintiff knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it;
- (iv) Plaintiff is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Plaintiff is otherwise entitled;
- (v) Plaintiff was given at least twenty-one days to consider the terms of this Agreement and consult with an attorney of his choice, although Plaintiff may sign it sooner if desired and changes to this Agreement, whether material or immaterial, do not restart the running of the 21-day period;
- (vi) Plaintiff understands that he has seven days from the date of signing this Agreement to revoke this Agreement by delivering notice of revocation to Defendant via Counsel (Jon McNutt at jon.mcnutt@huschblackwell.com) before the end of the seven-day period (the "Revocation Period"); and
- (vii) Plaintiff understands that this Agreement does not apply to rights that may arise after the date on which Plaintiff signs this Agreement.

(d) Exclusions from Release

In addition to the class and representative action claims alleged in the Action, this general release and waiver of claims excludes, and Plaintiff does not waive, release, or discharge: (i) claims that cannot be waived by law, such as claims for unemployment benefit rights and workers' compensation; and (ii) the right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by or before, or provide information to any Government Agencies about workplace conditions or a possible violation of law, except that Plaintiff waives any right to monetary relief related to any charge or administrative complaint with the Equal Employment Opportunity Commission or any state or local fair employment practices agency.

4. No Admission of Liability.

RCS Releasees expressly deny all liability, wrongdoing or damages in any way relating to or arising out of Plaintiff's employment with Defendant, the conclusion of Plaintiff's employment with Defendant, and/or any alleged facts described in the Action. The Parties specifically agree and acknowledge that this Agreement is not an admission or evidence of any liability, wrongdoing, or damages by Defendant or RCS Releasees, and that it cannot be offered as evidence in any suit, action, or another proceeding.

5. Acknowledgement of Receipt of All Undisputed Wages Due.

Plaintiff acknowledges that he is not aware of the amount or existence of any undisputed wages (including, but not limited to, regular wages, overtime, double-time, accrued but unused vacation pay or PTO, bonuses, commissions, incentive compensation, meal/rest period premium pay, etc.) due and owing to Plaintiff as of the date of execution of this Agreement by the Parties.

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(Plaintiff's Initials Regarding Paragraph 5)

6. Inapplicability of California Labor Code Section 206.5.

In light of Plaintiff's acknowledgment pursuant to paragraph 6, the Parties acknowledge and agree that California Labor Code section 206.5 is not applicable to this Agreement. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

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(Plaintiff's Initials Regarding Paragraph 6)

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7. Acknowledgment of No Business Expenses Owed.

As of the date of execution of this Agreement by the Parties, Plaintiff acknowledges that he is not aware of the amount or existence of any business expenses incurred as a result of Plaintiff's employment with Defendant that have not already been reimbursed.

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(Plaintiff's Initials Regarding Paragraph 7)

8. Attorneys' Fees and Costs.

Except as set forth in Paragraph 2, each Party will bear her, his, and its own costs, expenses, claims to interest, attorneys' fees and expert fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with, this Agreement and the Action. The Parties agree that nothing in this Agreement shall constitute a basis for an application for costs, expenses, claims to interest, attorneys' fees or expert fees, in connection with any acts, omissions, or dealings by or between the Parties occurring on or prior to the execution of this Agreement.

9. Medicare Release – Not a Beneficiary.

Plaintiff affirms that as of the date Plaintiff signs this Agreement, Plaintiff is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Plaintiff agrees to waive any and all future actions against Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

10. Representation Concerning Pending, Existing, or Future Claims/Covenant Not to Sue.

(a) Plaintiff represents and warrants that, other than the Action, he is not a party to any pending lawsuits, actions, or proceedings against Defendant or any of the Released Parties. Plaintiff expressly represents and warrants that he will not file, pursue, or institute any claim, charge, complaint, cause of action, lawsuit, action, or proceeding before any court, administrative agency, or any other tribunal against Defendant or any of its Released Parties regarding his employment with Defendant, the conclusion of that employment, or any of the matters being released in this Agreement. This includes, but is not limited to, any class or representative actions.

(b) If any court, administrative agency, or any other tribunal has or assumes jurisdiction of any claim, charge, complaint, cause of action, lawsuit, action, or proceeding against Defendant or any of the Released Parties on behalf of Plaintiff, he agrees that he shall request that court, administrative agency, or tribunal to withdraw from or dismiss the matter with prejudice in accordance with applicable law. This includes, but is not limited to, any class or representative actions.

11. Binding Effect and Beneficiaries.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and any individual Releasee hereto, their heirs, executors, administrators, predecessors, successors, assigns, parents, subsidiaries, managing agents, assigns, agents, directors, officers, partners, and

employees. No Party can assign any of its rights or obligations hereunder without written consent of the non-assigning Party.

12. Authority.

Each of the Parties represents and warrants that it has full right and authority to enter into this Agreement and that the person or persons executing this Agreement on its behalf have the full right and authority to fully commit and bind such Party.

13. Covenant Regarding Third Parties.

Plaintiff represents and covenants that he has not assigned or otherwise transferred in any way to any other person(s), and that no such person(s) own or have any right to assert, any claim or right of recovery related to or arising from any claim or counterclaim released by this Agreement, or right to approve or control approval of this Agreement.

14. Representations and Warranties by the Parties.

Each Party hereby represents and warrants that (a) such Party expressly disclaims the existence or materiality of, and represents that it is not relying upon, the accuracy or completeness of any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement, (b) such Party has been represented and advised by counsel in connection with this Agreement, which each of them has executed voluntarily and of his, her, or its own choice and not under coercion or duress, (c) such Party has made its own investigation of the facts and is relying solely upon its own knowledge and the advice of its legal counsel, and (d) such Party knowingly waives any claim, defense or contention that this Agreement was induced by any misrepresentation or non-disclosure and any right to rescind or avoid this Agreement, in whole or in part, based upon presently existing facts, known or unknown.

15. Governing Law.

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California, without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

16. Advice of Counsel.

The Parties represent and agree that the terms of this Agreement were negotiated at arm's length and in good faith by the Parties, and that this Agreement reflects a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

17. Time to Consider Agreement.

Plaintiff acknowledges that he has been advised in writing to consult with an attorney and has been provided at least twenty-one calendar days to consult with an attorney before signing this Agreement and has had notice and opportunity to do so. Plaintiff acknowledges that he is

entering into this agreement after a voluntary, deliberate, and informed process in accordance with California Government Code section 12964.5.

18. Complete Agreement.

This Agreement contains the entire understanding of the Parties and supersedes any and all prior negotiations, correspondence, agreements, undertakings and communications of the Parties, oral and written, respecting the subject matter of this Agreement. There are no representations, warranties, promises, covenants, or understandings of any kind, and none that are material or were relied upon by any Party, other than those expressly set forth herein.

19. Severability.

In the event that one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby and the Parties shall renegotiate the invalidated, illegal or unenforceable provisions to accomplish their objective to the maximum extent permitted by law.

20. Amendment or Waiver.

No modification or waiver by the Parties of any of the terms of this Agreement is valid unless it is in writing and signed by the Parties.

21. No Presumptions Against Any Party.

This Agreement is the product of the efforts of all Parties, and the terms of this Agreement shall not be construed or interpreted for or against any Party solely on the ground that the Party proposed or drafted this Agreement or any particular clause. Further, prior drafts of this Agreement or the fact that any clauses have been added, deleted or modified from any prior drafts of this Agreement, shall not be used as an aid of construction or otherwise constitute evidence of the intent of the Parties hereto; and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of such prior drafts.

22. Further Acts.

Each Party agrees to perform any further acts and execute any further agreements of any character that may be necessary to fully and completely carry out the terms of this Agreement.

23. Counterparts.

This Agreement may be executed and delivered in multiple counterparts, each of which shall be regarded as an original and all of which together shall constitute the same instrument; provided, however, that no Party shall be bound unless and until all Parties have exchanged their executed copies. A scanned .pdf signature shall have the same effect as an original signature.

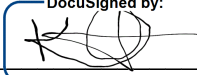
PLAINTIFF IS HEREBY ADVISED THAT HE HAS UP TO TWENTY-ONE CALENDAR DAYS TO REVIEW AND CONSIDER THIS AGREEMENT AND IS

HEREBY ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE CALENDAR DAY CONSIDERATION PERIOD.

PLAINTIFF ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT AFTER A VOLUNTARY, DELIBERATE, AND INFORMED PROCESS IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 12964.5 AND HE INTENDS TO BE BOUND BY ALL OF ITS TERMS. PLAINTIFF ACKNOWLEDGES AND AGREES THAT HE HAS BEEN AFFORDED TWENTY-ONE DAYS TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT. PLAINTIFF FURTHER ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, OR INDUCEMENTS HAVE BEEN MADE HIM EXCEPT AS SET FORTH IN THIS AGREEMENT. PLAINTIFF ACKNOWLEDGES THAT HIS SIGNATURE BELOW IS AN AGREEMENT TO RELEASE DEFENDANT FROM ALL CLAIMS THAT CAN BE RELEASED.

Dated: January ¹⁴____, 2025

DocuSigned by:

38F1C2C387B149F
Plaintiff Kenneth Nesmith

RCS Safety, LLC dba Roadway Construction Service

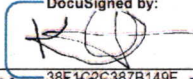
Dated: January ____, 2025

HEREBY ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.

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Dated: January 14, 2025

DocuSigned by:

38F1C2C387B149F
Plaintiff Kenneth Nesmith

RCS Safety, LLC dba Roadway Construction Service

Dated: January 16, 2025

