

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Martin Nolasco et al. v. Mohawk ESV, Inc. et al.

Case No. CIVSB2106866

If you are or were employed as a component/piece rate driver employee by Mohawk ESV, Inc. in California, a pending class action settlement may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

- A proposed class action settlement (the “Settlement”) has been reached between Plaintiff Martin Nolasco (“Plaintiff”) and Defendant Mohawk ESV, Inc. (“Defendant”) on behalf of Plaintiff and all other California residents who are or were employed as component/piece rate drivers who worked for Defendant Mohawk ESV, Inc. in the State of California any time from January 9, 2021, through September 18, 2022 (the “Class”).
- The Settlement resolves a proposed class action lawsuit entitled *Martin Nolasco v. Mohawk ESV, Inc. et al.* (the “Action”) that claims that Defendant failed to pay separately and hourly for time spent by drivers on rest periods and non-driving time, failed to pay for all hours worked at minimum wage, failed to properly reimburse business expenses, failed to issue complete/accurate wage statements, failed to pay timely wages, and failed to pay all wages owed to former employees. In the Action, Plaintiff also claims that Defendant violated the California Private Attorneys General Act (“PAGA”), Labor Code § 2699 et seq. and violated California Business and Professions Code § 17200 et seq.
- The Court has not decided that Defendant did anything wrong. Defendant denies all of the claims in the Action, and denies that a class action is proper except solely for purposes of the Settlement.
- Defendant’s records indicate that you may be a member of the Class.
- The Parties have decided to settle the Action. Before you can receive any money, the Court must approve the settlement.

Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR ESTIMATED PAYMENT INFORMATION

- **If you are a member of the Class, the Settlement provides for monetary payments in the form of a “Settlement Payment” based on the number of weeks that you worked for Defendant between January 9, 2021, through September 18, 2022 (the “Settlement Period”).**
- **Your *estimated* “Settlement Payment” as a Class Member is [INSERT ESTIMATED INDIVIDUAL SETTLEMENT SHARE] less any applicable taxes and other payroll withholdings. This amount was calculated based on Defendant’s records, which show that the number of your “Workweeks” during the Settlement Period is [X].**

Your Legal Rights and Options with Regard to this Pending Class Action Settlement

Do Nothing	You will be bound by the Settlement and will be entitled to a monetary Settlement Payment, should the Court approve the Settlement. In addition, if you wish to dispute the number of work weeks listed above, you must provide satisfactory written proof to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, postmarked on or before April 14, 2023, showing that the amount of your weeks worked during the Settlement Period is different from the amount listed on this Notice.
Make An Objection	If you wish to object to the Settlement, you must mail your written objections to the Settlement Administrator on or before April 14, 2023. If the Court overrules your objection, you will be bound by the Settlement. Further instructions on how to object to the Settlement are included in this Notice. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

<p>Request Exclusion</p>	<p>If you request to be excluded from the Settlement, you must mail your written request for exclusion to the Settlement Administrator on or before April 14, 2023. If you request exclusion, you will not receive any monies and you will not be bound by the Settlement in this Action. Further instructions on how to request exclusion from the Settlement are included in this Notice.</p> <p>Failure to follow all of the procedures for submitting a request for exclusion will result in the rejection of your request for exclusion.</p> <p>Please note that you cannot both request exclusion and object to the Settlement and exclude yourself. You must choose one option only.</p>
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Your options are explained in this notice.

To make an objection or request exclusion, you must act before April 14, 2023.

- **The Court handling this case still has to decide whether to grant final approval to the Settlement. Payment of the amounts described above will only be issued if the Court grants final approval to the settlement.**
- **Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice.**

DEFENDANT WILL NOT RETALIATE AGAINST YOU REGARDING THIS SETTLEMENT, WHETHER YOU ACCEPT THE SETTLEMENT, FILE AN OBJECTION OR REQUEST EXCLUSION FROM THE SETTLEMENT

I. WHY IT IS IMPORTANT TO READ THIS NOTICE?

You are receiving this notice because Defendant’s records show that you are a member of the Class conditionally certified by Judge David S. Cohn on January 18, 2023 in a case known as *Martin Nolasco, on behalf of himself and others similarly situated, Plaintiff, v. Mohawk Industries, Inc., and Mohawk ESV, Inc., and DOES 1 to 100, inclusive, Defendants*, filed in San Bernardino County Superior Court on February 26, 2021, Case No. CIVSB2106866.

You should read this notice carefully as it may affect your rights.

II. WHY AM I RECEIVING THIS NOTICE?

Plaintiff filed the operative First Amended Complaint (the “Complaint”) on November 23, 2022, against Defendant alleging claims for (1) failure to pay minimum wage and to pay separately and hourly for time spent by drivers on rest periods and non-driving time in California (Labor Code §§ 226.2, 1194, 1194.2, 1197; IWC Wage Order No. 9, section 4); (2) failure to reimburse business expenses (Labor Code § 2802); (3) failure to provide complete/accurate wage statements (Labor Code §§ 226(a), 226.2); (4) failure to pay timely wages (Labor Code §§ 204, 210); (5) waiting time penalties (Labor Code §§ 201-203); (6) deceptive/fraudulent business practices based on the foregoing (Cal. Bus. & Prof. Code § 17200, *et seq.*; and (7) PAGA penalties based on the foregoing (Cal. Labor Code § 2698, *et seq.*).

You are receiving this Notice because Defendant’s records show you are or were employed by Defendant as component/piece rate drivers who worked for Defendant Mohawk ESV, Inc. in the State of California any time from January 9, 2021, through September 18, 2022.

III. HOW WAS A SETTLEMENT REACHED?

Following extensive litigation and negotiations between the Parties at a full-day mediation and after taking into account the risks and costs attendant to further litigation and the substantial benefits to be received pursuant to the Settlement, the Parties have concluded that this Settlement is fair. In particular, Plaintiff and his attorneys, Lavi & Ebrahimian, LLP (“Class Counsel”), believe the Settlement confers substantial benefits to the Class, is a fair, adequate and reasonable settlement, and is in the best interest of these employees.

The Court approved the Settlement on a preliminary basis on January 18, 2023. A summary of the terms of the preliminarily approved Settlement is set forth below. The Settlement Agreement (“Settlement Agreement”) contains all of the additional details of the Settlement. Instructions about how to obtain a copy of the Settlement Agreement are included at the end of this Notice in the “How Do I Get More Information?” section.

IV. WHAT ARE THE TERMS OF THE PRELIMINARILY APPROVED SETTLEMENT?

The total settlement amount in this case is \$300,000.00. Of that amount, up to \$10,000.00 will be used to pay the Settlement Administrator for the cost of preparing, mailing, and tracking the mailing of this Notice and gathering and reporting on the individuals, if any, who ask to be excluded from the Settlement. Up to \$100,000.00 will be used to pay Class Counsel's Fees Award and up to \$25,000.00 will be used to pay Class Counsel's Costs Award, for the fees' and costs they have incurred in this Action. Up to \$8,900.00 will be paid as a Service Award to Plaintiff for the risk and effort he undertook in filing and prosecuting this Action on behalf of the Class. A payment in the amount of \$22,500.00 will be made to the California Labor and Workforce Development Agency (the Private Attorneys General Act or "PAGA Allocation"). All of the above payments are subject to Court approval at the Settlement Hearing.

If the Court does award all of these amounts, the net Distribution Fund after these payments will be \$133,600.00. Your share of this amount is based on your share of workweeks worked during the Settlement Period by all Settlement Class Members.

V. HOW WILL MY SHARE BE CALCULATED?

Settlement Class Members' payment will be calculated as follows: The Distribution Fund will be distributed to Settlement Class Members on a pro-rata basis based upon their share of workweeks worked during the Settlement Period.

More specifically, the Distribution Fund will be divided by the total number of weeks worked by Settlement Class Members for Defendant in California during the Settlement Period to ascertain a value per workweek. The value per workweek will then be multiplied by the number of weeks worked during the Settlement Period by each Settlement Class Member.

Based on Defendant's records, you worked the following number of workweeks during the period between January 9, 2021, through September 18, 2022: [Number of Workweeks].

Defendant's records will control unless you provide documentation that establishes Defendant's records are in error. If you do not dispute the amount of the above workweeks, you need not do anything. If you dispute the amount of the above workweeks, you must provide documentation (such as pay stubs or W-2) to the Settlement Administrator showing your weeks worked on or before April 14, 2023. If there is a dispute about your workweeks, the Parties will attempt to resolve the dispute. If the Parties cannot resolve the dispute, the Settlement Administrator will make the final determination.

Each Settlement Class Member's Settlement Payment shall be allocated as follows: 25% to wages for which an IRS Form W-2 shall issue and 75% to reimbursement, penalties and interest for which an IRS Form 1099 shall issue. Settlement Class Members shall be responsible for the tax consequences of all payments received by them, for filing returns, reporting all income received to state and federal taxing authorities and for payment of any other applicable taxes due. Settlement Class Members are advised to seek tax advice as to any amounts they receive pursuant to the Settlement Agreement.

Please contact the Settlement Administrator at (800) 523-5773 to update your mailing address if the address printed on the Notice is incorrect or if you are moving to a new address.

VI. WHAT ARE ALL MY OPTIONS?

1. Do Nothing

If you wish to participate in the Settlement and receive a monetary payment under the terms of the Settlement, you do not need to take any action in response to this notice. ***If you are satisfied with the proposed Settlement, you do not need not appear at the Settlement Hearing or take any action at all.***

Each Settlement Class Member will receive a check if the Settlement becomes final. The checks will be valid and negotiable for one hundred eighty (180) days from issuance. If not cashed in 180 days, the checks will be distributed to the State Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq for the benefit of those Settlement Class Members who did not cash their checks.

If you receive a monetary payment under the Settlement as a Settlement Class Member, you will be providing a release of the Released Claims to Defendant and the Released Parties. The Released Claims are described below in Section VII.

2. File An Objection

You may oppose or object to the proposed Settlement or any aspect of it that you think is unfair in writing. You may also appear at the Settlement Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so in your written objection to the Settlement. The location, date and time of the Settlement Hearing is set forth in Section VIII of this Notice.

All written objections, supporting papers and/or notices of intent to appear at the Settlement Hearing must: (1) clearly identify the Action by name and case number (*Martin Nolasco et al. v. Mohawk ESV, Inc. et al.*, Case No. CIVSB2106866); (2) contain the full name, address, telephone number, and last four digits of the Social Security number of the Class Member objecting to the Settlement, which must match up with the social security number and either first or last name in Defendant's records; (3) have a signature and date; and (4) be postmarked for service by mail and sent to the Settlement Administrator no later than April 14, 2023. If the Court permits, Class Members may also make objections at the Final Fairness Hearing (details below). The addresses for Parties' counsel are as follows:

Class Counsel:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Melissa A. Huether, Esq.
Pooja V. Patel, Esq.
Lavi & Ebrahimian, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211

Counsel for Defendant:

Ian A. Wright
Alston & Bird LLP
333 South Hope Street, 16th Floor
Los Angeles, California 90071

Note: If you do not send in your written objection in the manner provided above, or appear and make an objection at the Final Approval Hearing, you will be bound by the Settlement and will waive your objections to the Settlement (either before the trial court or the appellate court) and will not be able to assert them.

3. Request Exclusion

You may request exclusion from the Settlement, which means that you will not be bound by the Settlement, will waive any objections to the Settlement and will not be entitled to any money from the Settlement should it receive final approval from the Court. To be valid, your request for exclusion must: (1) be in writing and postmarked for service by mail to the Settlement Administrator no later than April 14, 202; (2) contain the full name, address, telephone number, and last four digits of the Social Security number of the Class Member objecting to the Settlement, which must match up with the social security number and either first or last name in Defendant's records; (3) have a signature and date; and (4) state "I wish to be excluded from the Settlement in *Martin Nolasco et al. v. Mohawk ESV, Inc. et al.*, Case No. CIVSB2106866. I understand that in asking to be excluded from the Settlement class, I will not receive any money as part of the Settlement approved by the Court."

Even if you opt out or exclude yourself from the Settlement as described above, you are still considered an Aggrieved Employee and will still receive your share of the PAGA settlement.

Note: If you timely submit a valid request or exclusion from the Settlement, you preserve your right to bring your own action with respect to the claims at issue.

4. Dispute The Number of Weeks Worked That You Worked During The Settlement Period

If you wish to challenge the number of weeks that you worked during the Settlement Period as set forth above in this Notice, then you must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided on the Class Notice within sixty (60) calendar days of the date that this Notice was issued.

No dispute will be considered timely if it is postmarked more than the number of days set forth in the preceding paragraph of this Notice. Absent an agreement between Class Counsel and Defendant's Counsel regarding how to address the dispute, the Settlement Administrator shall have authority to resolve the challenge and make a final and binding determination without hearing or right of appeal.

VII. WHAT CLAIMS ARE BEING RELEASED?

As of the date Defendant funds the Settlement Amount, the Settlement Class Members, as well as the Plaintiff, will be bound by the “Released Claims” in favor of Defendant as well as its respective present and former parent companies, subsidiaries, affiliates, and joint ventures, and each of its respective present and former officers, directors, controlling stockholders, agents, affiliates, employees, insurers, co-insurers, reinsurers, attorneys, including legal counsel herein, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, general and limited partners, predecessors, successors and assigns, and the spouse of each of the foregoing who is a natural person (the “Released Parties”).

The Claims covered by this Settlement include any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, related to or that reasonably could have arisen out of the same facts alleged in the forthcoming First Amended Complaint, including claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 1194, 1197, 1194.2, 2802 as well as IWC Wage Order No. 9 section 4 and the California Business and Professions Code based on the foregoing, as well as any civil penalty claims predicated on the claims alleged in the Complaint under the PAGA (the “Released Claims”).

VIII. WHEN WILL THE SETTLEMENT BE FINALIZED?

A hearing (the “Final Fairness Hearing”) will be held before the San Bernardino County Superior Court, on May 30, 2023, at 10:00 a.m., in Department S26 in Superior Court of California, County of San Bernardino, San Bernardino District – Civil Division, 247 West Third Street, San Bernardino, California 92415-0210 to determine whether the proposed Settlement is fair, adequate and reasonable and should be finally approved by the Court. The Settlement Hearing may be adjourned by the Court from time to time as the Court may determine without further notice.

IX. HOW DO I GET MORE INFORMATION?

All inquiries regarding this Notice should be directed to the Settlement Administrator at (800) 523-5773, or Class Counsel at (310) 277-0614.

Additionally, the pleadings and other records in this litigation may be examined in person at the Clerk’s Office, located in Superior Court of California, County of San Bernardino, San Bernardino District – Civil Division, 247 West Third Street, San Bernardino, California 92415-0210, between the hours of 8:30 a.m. and 4:30 p.m. daily, excluding Court holidays.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, DEFENDANT’S ATTORNEYS, OR THE JUDGE WITH ANY INQUIRIES.