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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 30 2023

BY 
JESSICA MORALES, DEPUTY

Attorneys for PLAINTIFF MARTIN NOLASCO
on behalf of himself and similarly situated Component/Piece Rate Drivers.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARTIN NOLASCO, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

MOHAWK INDUSTRIES, INC, and
MOHAWK ESV, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: CIVSB2106866

CLASS ACTION

*[Assigned for all purposes to the Honorable
David Cohn, Dept. S-26]*

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

Hearing Information:

Date: May 30, 2023
Time: 10:00 a.m.
Dept: S26

1 Plaintiff Martin Nolasco ("Plaintiff") Motion for Final Approval of Class Action Settlement
2 and Motion for Award of Attorneys' Fees and Costs with Defendant Mohawk ESV, Inc.
3 ("Defendant") came before this Court on May 30, 2023 at 10:00 a.m. in Department S26 of San
4 Bernardino County Superior Court, located at 247 West Third St., San Bernardino, California 92415.
5 Having received and considered the amended Stipulation of Class Action and PAGA Settlement
6 ("Settlement"), Plaintiff's Motion for Final Approval of Class Action Settlement, the supporting
7 papers filed by the Parties, the declaration of Yami Burns on behalf of Phoenix Class Action
8 Administration Solutions and the evidence and argument received by the Court in conjunction with
9 the Motion for Preliminary Approval of Class Action Settlement and Documents thereto, the Court
10 grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
11 DETERMINATION:

12 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
13 including all members of the settlement class.

14 2. The Court finds that the Class (defined below) is properly certified as a class for
15 settlement purposes only:

16 Plaintiff Martin Nolasco and all current and former component/piece
17 rate drivers who worked for Defendant Mohawk ESV, Inc. in the State
18 of California any time from January 9, 2021, through September 18,
19 2022.

20 3. The Court appoints Plaintiff Martin Nolasco as Class Representative for settlement
21 purposes only.

22 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Melissa A.
23 Huether, Esq. of Lavi & Ebrahimian, LLP as Class Counsel for settlement purposes only.

24 5. The notice provided to the class members conforms with the requirements of
25 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
26 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
27 law, and constitutes the best notice practicable under the circumstances, by providing individual
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1 notice to all class members who could be identified through reasonable effort, and by providing due
2 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
3 The notice fully satisfied the requirements of due process.

4 6. The Court finds the settlement was entered into in good faith, that the settlement is
5 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
6 requirements for final approval of this class action settlement under California law, including the
7 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
8 3.769.

9 7. The Settlement Agreement is not an admission by Defendant or by any other released
10 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
11 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
12 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
13 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or
14 any of the other released parties.

15 8. No Class Members have objected to the terms of the Settlement.

16 9. No Class Members have requested exclusion from the Settlement.

17 10. Defendant will fund the Settlement Amount and an amount sufficient to pay the
18 employer's share of payroll taxes in the full amount as ordered by the Court no later than twenty-one
19 (21) calendar days after the Effective Date. No later than twenty-one (21) calendar days after
20 receiving funds from Defendant, the Settlement Administrator will mail the Settlement Payments to
21 the Settlement Class Members, the Service Award to Plaintiff, and the Fees Award and Costs Award
22 to Class Counsel. Concurrently, the Settlement Administrator will also issue payment itself for the
23 Settlement Administration Costs.

24 11. In addition to any recovery that Plaintiff may receive under the Settlement, and in
25 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
26 payment from the Settlement Amount of a Service Award to Plaintiff in the amount of Eight Thousand
27 Nine Hundred Dollars and Zero Cents (\$8,900.00).

1 12. The Court approves the payment from the Settlement Amount of attorneys' fees to
2 Class Counsel in the sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), and the
3 reimbursement of litigation expenses in the sum of Thirteen Thousand One Hundred Twenty-Seven
4 Dollars and Forty-Nine Cents (\$13,127.49). Both are reasonable amounts. The reasonableness of the
5 fee award is determined based on a reasonable percentage of a common fund obtained for the class.
6 The court also has considered the lodestar amount. Awarding fees on a percentage basis encourages
7 efficient litigation practices and reflects the actual benefit obtained for the class.

8 13. The Court approves and orders payment from the Settlement Amount in the amount
9 of Six Thousand Dollars and Zero Cents (\$6,000.00) to Phoenix Class Action Administration
10 Solutions for performance of settlement administration services.

11 14. The Court approves and orders payment from the Settlement Amount in the amount
12 of Thirty Thousand Dollars and Zero Cents (\$30,000.00) attributed to the resolution of and in
13 connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*
14 *seq.*, "PAGA") claims ("PAGA Allocation"). The amount of Twenty-Two Thousand Five Hundred
15 Dollars and Zero Cents (\$22,500.00) is to be paid to the California Labor and Workforce
16 Development Agency ("LWDA"). The amount of Seven Thousand Five Hundred Dollars and No
17 Cents (\$7,500.00) shall be distributed to Class Members who worked during the Settlement Period.

18 15. Settlement checks issued to participating Settlement Class Members remaining
19 uncashed after one hundred and eighty (180) days from the date of issuance of the check will be
20 canceled. All funds from uncashed checks shall be distributed to the State Controller of the State of
21 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq*
22 for the benefit of those Settlement Class Members who did not cash their checks.

23 16. As of the date Defendant funds the Settlement Amount, the Named Plaintiff and all
24 Settlement Class Members will be deemed to fully and irrevocably release and discharge the Released
25 Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs,
26 expenses, attorney's fees, damages, or causes of action of whatever kind or nature, whether known or
27 unknown, contingent or accrued, that are alleged, related to or that reasonably could have arisen out
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1 of the same facts alleged in the Complaint, including claims under Labor Code sections 201, 202,
2 203, 204, 210, 226, 226.2, 1194, 1197, 1194.2, 2802 as well as IWC Wage Order No. 9 section 4 and
3 the California Business and Professions Code based on the foregoing, as well as any civil penalty
4 claims predicated on the claims alleged in the Complaint under the California Labor Code Private
5 Attorneys General Act ("PAGA") ("Released Claims"). The "Released Parties" are Defendant as well
6 as its respective present and former parent companies, subsidiaries, affiliates, and joint ventures, and
7 each of its respective present and former officers, directors, controlling stockholders, agents,
8 affiliates, employees, insurers, co-insurers, reinsurers, attorneys, including legal counsel herein,
9 accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan
10 fiduciaries, administrators, trustees, general and limited partners, predecessors, successors and
11 assigns, and the spouse of each of the foregoing who is a natural person.

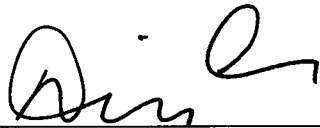
12 17. This Court shall retain jurisdiction with respect to all matters related to the
13 administration and consummation of the settlement, and any and all claims, asserted in, arising out
14 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
15 settlement and the determination of all controversies relating thereto.

16 18. The settlement administrator shall file a final report by 5 days before
17 indicating the disbursements were made pursuant to the settlement. heavily

18 19. A status conference regarding distribution of the settlement funds is set for
19 5/31/24 at 8:30 a.m./p.m. in Department S26 of the above-
20 captioned Court.

21
22 **IT IS SO ORDERED,**

23 Dated: 5/30/24

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Hon. David S. Cohn
25 Judge of the Superior Court
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