

UNITED STATES DISTRICT COURT FOR MIDDLE DISTRICT OF TENNESSEE
Luis Avelar, et al. v. HC Concrete Construction Group, LLC, et al.
Case No. 3:22-cv-00292

NOTICE OF SETTLEMENT

As an hourly paid construction worker for HC Concrete Construction Group, LLC (“HC Concrete”) who had money deducted from your paycheck for workers’ compensation premiums, you are entitled to receive a payment from this class action settlement.

- The settlement provides for the payment of approximately \$1,200,000.00, plus interest, to resolve all claims that HC Concrete improperly deducted workers’ compensation insurance premiums from the pay of former hourly paid construction workers classified as independent contractors at any time since April 22, 2019 (the “Settlement Fund”).
- From the Settlement Fund of approximately \$1,200,000.00, plus interest, Class Counsel will ask the Court to deduct up to \$600,000.00 as fees and costs for investigating the case, litigating the case and negotiating the settlement of these claims.
- The two sides disagree as to who would win or how much could be won if the case went to trial, so this is a settlement of disputed claims.
- **Your legal rights will be affected whether you act or do not act. Read this Notice carefully!**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
File a Claim By October 1, 2027	You can file a Claim and, if the Court grants final approval of the settlement, you will receive a portion of the settlement proceeds in exchange for a dismissal of any claim you may have against HC Concrete for money deducted from your paycheck for workers’ compensation premiums.
Do Nothing	You will not receive a portion of the settlement proceeds, and any claim you may have against HC Concrete for money deducted from your paycheck for workers’ compensation premiums will be dismissed with prejudice and any claim you have against HC Concrete for pay deductions will be forfeited.
Exclude Yourself	You can opt out of the settlement. If you do, you will receive no settlement payment.
Object	You can write to Class Counsel about what you do not like about the settlement, object to its terms, and/or oppose the settlement.

- These rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved.

QUESTIONS? CALL CLASS COUNSEL LISTED BELOW

1. Why did I get this Notice?

You received this Notice because you worked as an hourly paid construction worker who was classified as an independent contractor for HC Concrete at some point since April 22, 2019, and had money deducted from your paycheck for workers' compensation insurance premiums. The above-referenced lawsuit, *Avelar, et al. v. HC Concrete Construction Group, LLC*, Case No. 2:18-cv-00979-APG-NJK (the "Lawsuit"), is pending in the United States District Court for the Middle District of Tennessee in Nashville (the "Federal Court"). You are receiving this Notice because the Federal Court has ordered that it be mailed to you.

The Federal Court has preliminarily approved a settlement ("Settlement") of the Lawsuit. The Settlement provides a Settlement Fund for you to receive a portion of the settlement proceeds. The Federal Court will conduct a hearing ("Fairness Hearing") to determine if the Settlement should be approved.

This Notice describes the Settlement and how you can obtain money from the Settlement. This Notice also describes how you can exclude yourself from, or object to, the Settlement.

2. What is this lawsuit about and why did it settle?

The Lawsuit alleges that HC Concrete violated the law by deducting workers' compensation premiums from your pay. HC Concrete disputes a number of the claims in the Lawsuit. The Settlement was reached by the parties before trial, and enables the parties to avoid the uncertainty, risks, and the time and delay involved in continued litigation.

The Plaintiffs' attorneys, who are referred to as "Class Counsel," believe that the Settlement benefits Class Members, including you. The Settlement provides for a monetary payment to 987 workers ("Class Members"), including you, who file Claims, and enables Class Members to avoid the risk that HC Concrete could win the lawsuit or that a judgment would be less than the settlement amount.

The parties' attorneys negotiated the Settlement after more than four years of litigation which has enabled each side to understand the risks of proceeding with adversarial litigation. The Settlement was entered into following significant investigation, discovery, and motion practice. Class Counsel believes that the Settlement is fair and serves the best interests of Class Members. The Federal Judge overseeing the Lawsuit has "preliminarily approved" the Settlement as fair. The Federal Judge will make the final decision regarding the fairness of the Settlement at the Fairness Hearing described in Section 7 below.

3. What does the Settlement provide and how much will I receive?

To settle all claims asserted in the Lawsuit, HC Concrete has agreed to pay a total of \$1,500,000, plus interest, of which the parties have agreed to allocate \$1,200,000.00, plus interest, to resolve all claims asserted in the Lawsuit for deductions of workers' compensation insurance from the paychecks of Class Members. Your individual settlement payment will be calculated based upon the settlement formula stated in paperwork filed with the Court requesting preliminary approval of the settlement. The Settlement Agreement is also available upon request to Class Counsel.

After attorney's fees, costs and service awards are subtracted from the Settlement Fund, the remaining fund (the "Net Fund") will be distributed to all Class Members who file Claims and do not opt out of the Settlement. Class Members who do not file a Claim will receive *no money* from the Settlement Fund.

The settlement payments to Class Members will constitute non-employee compensation. The settlement payments will not be subject to withholdings, and will be reported on an IRS Form 1099.

At the Fairness Hearing, Class Counsel will apply to receive up to \$750,000.00 for the services they provided and their expenses incurred in the Lawsuit, of which Class Counsel will request that the Court deduct approximately \$600,000 from this settlement. This amount will be requested based on the substantial work Class Counsel performed in the Lawsuit and the risk Class Counsel took in bringing the Lawsuit. Class Counsel conducted extensive investigation in prosecuting the Lawsuit, including, but not limited to: filing the lawsuit; advancing all litigation costs; taking and defending numerous depositions; engaging in significant adversarial motion practice, including discovery, and class certification motions; retaining and hiring experts; reviewing and analyzing hundreds of thousands of records related to time and pay records; interviewing employees; propounding discovery; answering discovery; and participating in mediation.

At the Fairness Hearing, the Named Plaintiffs in the action will request a service fee, called a Service Award, in the amount of \$10,000 each, totaling \$20,000, a portion of which they will request that the Court deduct from this settlement. The Service Awards are requested because these individuals provided service to the Settlement Class by helping Class Counsel formulate claims and by assisting in bringing the Lawsuit forward. The Service Awards are separate from, and in addition to, the portion of the Settlement Fund that they may receive as a Class Member filing a claim.

4. How can I receive my payment?

To receive a payment, you **MUST** complete the Claim Form included with this Notice and send it to Class Counsel at the address below by mail, e-mail or fax, which are listed at the bottom of this Notice. You can also complete the Claim Form online at www.hcconcreteclassaction.com. To confirm your address or if you move prior to receiving a check, you should contact the Class Counsel to notify them of your current or new address. Class Counsel's e-mail addresses, telephone numbers and fax number are listed below at the bottom of this Notice.

YOUR CLAIM FORM MUST BE COMPLETED AND PROVIDED TO CLASS COUNSEL ON OR BEFORE OCTOBER 1, 2027.

The parties anticipate that the settlement checks will be issued in the 1st Quarter of 2028.

5. What am I giving up as a Class Member?

If the Federal Court grants final approval of the Settlement, the Federal Court will enter judgment consistent with the terms of the Settlement.

Upon the Court's Order Entering Final Approval, you will waive, release, and forever discharge all claims you may have from April 22, 2019, through the date of the Order Entering Final Approval against HC Concrete claiming that it improperly deducted money from your paycheck.

6. How do I exclude myself (opt-out) from this Settlement?

You will release your legal claims, as described in Section 5 above, unless you affirmatively exclude yourself (opt-out) from the Settlement. If you exclude yourself, you will not release or waive any legal claims, and you will preserve your right to pursue a lawsuit against HC Concrete on your own for alleged violations of the released claims. If you exclude yourself from the Settlement, you will not receive money in this Settlement.

To exclude yourself from the Settlement, you must mail a written request to opt-out of the settlement to Class Counsel at the address listed below. To be valid, your request for exclusion must state “I opt out of the common law fraud, unjust enrichment, and conversion case and settlement based on deduction of workers’ compensation premiums.” Your request must be mailed to Class Counsel via First Class United States Mail, postage prepaid and postmarked on or before August 30, 2026. To be valid, the request for exclusion must be signed and dated by you, and must include the name of the case: *Luis Avelar, et al. v. HC Concrete Construction, LLC, et al.*, Case No. 3:22-cv-00292. You should also provide your phone number and email address on the request in case Class Counsel needs to contact you regarding same.

7. Final Approval of Settlement at Fairness Hearing

The Federal Judge presiding over this Lawsuit, the Honorable Aleta A. Trauger, will conduct a Final Fairness Hearing at 12:30 PM on October 14, 2026 in Courtroom 6C of the United States Courthouse, 719 Church Street, Nashville, TN 37203. At the Fairness Hearing, the Judge will decide whether the Settlement is sufficiently fair and reasonable to warrant final court approval. You are not required or expected to attend the Fairness Hearing. However, you are welcome to attend at your own expense. If you plan on attending, please contact Class Counsel so that the Court can be notified to ensure that there is enough space and time allotted for you.

8. How do I object to the Settlement?

If you believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement, either personally or through an attorney at your own expense, by submitting a written objection to Class Counsel at the address below by First Class United States Mail, postage prepaid. In order to object to the Settlement, you must remain a Class Member and may not opt-out from the Settlement.

All objection(s) to any part of the Settlement must be signed by you or your counsel and set forth your address, telephone number, and the name of the Action: *Luis Avelar, et al. v. HC Concrete Construction, LLC, et al.*, Case No. 3:22-cv-00292. All objections must be postmarked or submitted no later than August 30, 2026. If you submit a timely objection, you may appear, either personally or through an attorney, at your own expense, at the Final Approval Hearing discussed above. Your objection should clearly explain why you object to the proposed Settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing. If you object to the Settlement, Class Counsel will not represent you in your objection.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness and adequacy of the proposed Settlement, the payment of attorney’s fees, litigation costs, Service Awards to Named Plaintiffs, the claims process, and any and all other aspects of the Settlement.

Likewise, regardless of whether you file an objection, you will be deemed to have released all of the Released Claims against HC Concrete and subject to the Release contained in the Settlement Agreement as explained in Section 5 above unless you properly request exclusion from the Settlement in accordance with Section 6 above. Please note that if you exclude yourself from the Settlement by following the procedures set forth in Section 6 above, you will not have standing to object to the Settlement, and the Court will not consider your objection at the Final Fairness Hearing.

9. Are there more details about the Settlement? Questions?

Yes. This Notice summarizes the most important aspects of the Settlement. You can get a copy of the written Settlement Agreement and obtain further information regarding the Lawsuit and the Settlement by contacting Class Counsel, who are listed below. You will not be charged any money for communicating with Class Counsel.

10. Do I have an attorney in this case?

Dickinson Wright PLLC is Class Counsel and represents the interests of you and other Class Members in the Lawsuit. Class Counsel represents you in the Lawsuit and can answer questions for you regarding the Lawsuit and the Settlement. Class Counsel's contact information is below. You will not be charged any money for Class Counsel's representation of you; rather Class Counsel will be paid out of the class-wide Settlement Fund. You also have the right to opt out and retain your own attorney at your own expense in which case Class Counsel will not represent you in the Lawsuit or Settlement. If you object to the Settlement, Class Counsel will not represent you in your objections. The names and contact information for Class Counsel are listed below.

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