

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (date of earliest event reported): **January 14, 2019**

MOHAWK INDUSTRIES, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other Jurisdiction of
Incorporation or Organization)

01-13697
(Commission File Number)

52-1604305
(I.R.S. Employer Identification No.)

160 South Industrial Blvd.
Calhoun, Georgia 30701
(Address of principal executive offices) (Zip Code)

(706) 629-7721
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communication pursuant to Rule 425 under Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act CFR 240.17R 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with the previous announcement of Frank H. Boykin’s plan to retire as Chief Financial Officer of Mohawk Industries, Inc. (the “Company”), the Company entered into a transition agreement with Mr. Boykin on January 14, 2019. The transition agreement provides that, upon the appointment of his replacement as Chief Financial Officer and for a period of twelve (12) months thereafter, Mr. Boykin will remain an employee of the Company, providing transition assistance to the new Chief Financial Officer and related support to the financial operations of the Company. During the term of the transition agreement, Mr. Boykin will receive compensation equal to 50% of his current base salary and target annual incentive, together with standard employee benefits.

The foregoing summary of the transition agreement is qualified in its entirety by reference to the full text of the agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1 [Transition Agreement, dated January 14, 2019, by Frank H. Boykin and Mohawk Industries, Inc.](#)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Mohawk Industries, Inc.

By: /s/ R. David Patton

R. David Patton

Vice President-Business Strategy, General Counsel and
Secretary

Date: January 14, 2019

January 14, 2019

Subject: Transition of Services Agreement
Frank H. Boykin

Dear Frank,

We appreciate your contributions to Mohawk Industries, Inc. ("Mohawk") and the support you have provided over the past 25 years. Your agreement to provide advisory services to Mohawk will ensure a smooth transition of the business strategies and tactics to our new CFO. This letter outlines the terms and the corresponding recognition for you in this process.

Term

The services provided pursuant to this agreement will commence on your resignation as Chief Financial Officer ("CFO") of Mohawk (the "Effective Date"). For a period of twelve (12) months thereafter (the "Initial Term" and together with any Extension, the "Term"), you will continue as an employee of the Company and provide the services specified below. Unless this agreement is terminated earlier, Mohawk shall have the option to extend the term of this agreement for an additional twelve (12) months depending on the needs of the business (the "Extension").

Services

During the Term of this agreement, you will assist in the transition of the new CFO by providing support related to the financial operations of the business and your former duties as CFO. It is anticipated that, during the Term of this Agreement, you shall spend approximately 50% of your time fulfilling your responsibilities hereunder. In your position, you will be reporting directly to the Chief Executive Officer of Mohawk.

Compensation

- **Compensation.** You will be compensated at a rate equal to 50% of your current target compensation including base salary and annual incentives. Your compensation shall be paid in accordance with Mohawk's ordinary payroll schedule, subject to applicable withholdings, deductions and other taxes. Except as otherwise provided for herein, this compensation is in lieu of any further compensation you would have received in your current role as CFO of Mohawk. In the event you terminate this Agreement prior to the expiration of the Term, you will be entitled only to the pro-rated compensation for the time prior to which you terminated the relationship.
 - **Vehicle.** During the Term, Mohawk will continue to pay all costs for your company vehicle in accordance with Mohawk's current policies.
 - **Benefits.** During the Term, you will be eligible to participate, as applicable, in Mohawk's benefits plans at a level similar to those prior to the Effective Date.
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If you have any questions, please do not hesitate to reach out to either Phil Brown or me. Thank you for all that you have done for Mohawk and your assistance with this transition.

Please acknowledge acceptance of this agreement by signing where indicated below.

Sincerely,

MOHAWK INDUSTRIES, INC.



Name: Jeffrey Lorberbaum
Title: Chief Executive Officer

Agreed, Acknowledged and Accepted:



Name: Frank H. Boykin
Title: Chief Financial Officer

