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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ZACHARY CLAYTON, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

WABASH NATIONAL CORPORATION; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2407382

CLASS AND REPRESENTATIVE ACTION

[*Assigned for all purposes to Hon. Harold W. Hopp, Dept. 1*]

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

PRELIMINARY APPROVAL HEARING:
Date: April 20, 2026
Time: 8:30 a.m.
Dept.: 1
Judge: Harold W. Hopp

Action filed: December 9, 2024
Trial date: Not set

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The Court has before it Plaintiffs Zachary Clayton ("Plaintiff Clayton") and Ricardo Ruiz Ordaz's ("Plaintiff Ordaz") (together, "Plaintiffs") Motion for Preliminary Approval of Class and PAGA Action Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the Class and PAGA Action Settlement Agreement (referred to herein as the "Settlement Agreement"), the supporting declarations and attachments thereto, and good cause appearing, the Court hereby finds and ORDERS as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Class based upon the terms set forth in the Settlement Agreement attached to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement (the "Moon Declaration") as Exhibit 1. The Court preliminarily finds that the terms of the Settlement Agreement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant Wabash National Corporation ("Defendant") (together with Plaintiffs, the "Parties") agreed to create a common gross fund of $690,000.00 (the "Gross Settlement Amount), unless increased pursuant to paragraph 8 of the Settlement Agreement, and in addition to Defendant's employer's share of applicable payroll taxes attributable to the settlement payments allocated to wages, to cover (a) Individual Class Payments to Participating Class Member; (b) $69,000.00 allocated to settlement of claims for penalties under the Private Attorneys General Act, Labor Code Section 2698, *et seq.* ("PAGA"), distributed as 35% ($24,150.00) to Aggrieved Employees and 65% ($44,850.00) to the California Labor and Workforce Development Agency (the "LWDA"); (c) the Class Representative Enhancement Award of up to $5,000.00 per Plaintiff for their contributions and participation in the litigation; (d) Class Counsel's attorneys' fees not to exceed one-third (currently estimated

to be $230,000.00) of the Gross Settlement Amount; (e) up to $30,000.00 to reimburse Class Counsel's costs for actual litigation expenses incurred; and (f) an Administration Expenses Payment not to exceed $8,900.00 to the Administrator for its fees and expenses in administering this Settlement.

3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed Settlement Agreement, Class Counsel's attorneys' fees and costs, the PAGA Penalties, and the Class Representative Enhancement Awards should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies, for settlement purposes only, the following class (the "Class"): all current and former hourly-paid employees of Defendant who worked for Defendant in California at any time during the Class Period. The Class Period means the period from April 25, 2023, through December 23, 2025. Excluded from the Class is any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

6. Releases of Claims.

a. Plaintiffs' General Release. Plaintiffs will release any and all claims that Plaintiffs have or may have against the Released Parties related to or arising from Plaintiffs' employment with Defendant ("Plaintiffs' General Release"). Plaintiffs acknowledge that Plaintiffs may discover facts

and/or law different from, and/or in addition to, the facts and/or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiffs' discovery of them. Notwithstanding the foregoing, Plaintiffs' General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after October 29, 2025.

b. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "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."

c. Released Class Claims. Plaintiffs will release, on behalf of themselves and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiffs' operative Consolidated Class and Representative Action Complaint including (1) failure to pay minimum wages, including vacation time pay, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wages statements, (7) failure to indemnify necessary business expenses, and (8) unfair business practices (9) statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; (12) and any other claims arising out of or related to the Complaints filed in the Actions during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

d. Released PAGA Claims. Plaintiffs will release, on behalf of themselves and the LWDA, all claims against the Released Parties for civil penalties pursuant to the California Private Attorney's General Act of 2004, which were alleged or could have been alleged in Plaintiffs' respective PAGA

Notices to the LWDA and in Plaintiffs' operative Consolidated Class and Representative Action Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

e. Date Releases Become Effective. The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

f. Released Parties. "Released Parties" means: Defendant, together with its officers, directors, and employees. (Settlement Agreement, ¶ 1.40.)

7. Additional Key Terms under the Settlement Agreement:

a. "Class Period" means the period from April 25, 2023, through December 23, 2025. (Settlement Agreement, ¶ 1.12.)

b. "PAGA Period" means the period from April 25, 2023, through December 23, 2025. (Settlement Agreement, ¶ 1.31.)

c. The "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment. (Settlement Agreement, ¶ 1.27.) The remainder is to be paid to Participating Class Members through Individual Class Payments. (*Id.*)

d. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion. (Settlement Agreement, ¶ 1.35.)

e. "Aggrieved Employees" means all current and former hourly-paid employees of Defendant who worked for Defendant in California at any time during the PAGA Period. (Settlement Agreement, ¶ 1.4.)

f. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period. (Settlement Agreement, ¶ 1.30.)

g. "Workweek" means any workweek during which a Class Member worked for Defendant in California at least one day during the Class Period. (Settlement Agreement, ¶ 1.44.)

h. Defendant shall separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (Settlement Agreement, ¶ 3.1.)

i. Tax Allocations:

1) Twenty percent (20%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). (Settlement Agreement, ¶ 3.2.4.1.) The Wage Portion is subject to tax withholding and shall be reported on IRS W-2 Forms by the Administrator. (*Id.*) The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). (*Id.*) The Non-Wage Portion is not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. (*Id.*) Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. (*Id.*)

2) Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. (Settlement Agreement, ¶ 3.2.5.1.) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Id.*)

j. Deadline for Cashing Settlement Checks. The Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via First Class United States Postal Service ("USPS") Mail with postage prepaid. (Settlement Agreement, ¶ 4.4.1.) The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). (*Id.*) The Administrator shall send checks for Individual Class Payments to all Participating Class Members and checks for Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class Members who qualify as Aggrieved Employees), including to those for whom their Class Notice was returned undelivered. (*Id.*) The Administrator may send Participating Class Members a single check combining their Individual Class

and PAGA Payments. (*Id.*) Before mailing any checks, the Administrator must update recipients' mailing addresses using the National Change of Address Database. (*Id.*) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b). (*Id.* at ¶ 4.4.3.)

8. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

9. The Court appoints, for settlement purposes only, Plaintiffs Zachary Clayton and Ricardo Ruiz Ordaz as the Class Representatives. The Court approves, on a preliminary basis, Class Representative Enhancement Awards of up to $5,000.00 to each Plaintiff ($10,000.00 total) for their contributions and participation in the litigation, and for the risks assumed therefore. To the extent the final amount awarded at the Final Approval Hearing is less than $5,000.00 to each Plaintiff, the Administrator will retain the remainder in the Net Settlement Amount.

10. The Court appoints, for settlement purposes only, Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC and Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan K. Perez of Haines Law Group, APC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (currently estimated to be $230,000.00), and reimbursement for actual costs not to exceed $30,000.00. To the extent the final amounts awarded at the Final Approval Hearing are less than the foregoing, the Administrator will retain

the remainder in the Net Settlement Amount.

11. The Court appoints Apex Class Action Administration as the Administrator with payment for reasonable administration costs not to exceed $8,900.00, except upon a showing of good cause and as approved by the Court. To the extent actual administration expenses are less than $8,900.00, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator shall perform services and duties as provided for in the Settlement Agreement, including, but not limited to, mailing, via first-class U.S. Mail, of the Class Notice, Request for Exclusion Form, and Objection Form. Class Members and/or Aggrieved Employees shall not be required to submit a claim form as a condition of payment.

12. The Court approves, as to form and content, the Class Notice, which shall be translated into Spanish, attached hereto as **Exhibit A**. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

13. The Court approves, as to form and content, the Request for Exclusion Form, which shall be translated into Spanish, attached hereto as **Exhibit B**. Class Members who wish to exclude themselves from the Settlement shall submit a written request using the attached Request for Exclusion Form, which shall be timely submitted to the Administrator and shall not be submitted to the Court. The Administrator shall send copies of any exclusion forms received to the Parties' respective counsel. In the Administrator's declaration to be filed concurrently with the filing of any motion for final approval, the Administrator shall authenticate a copy of every exclusion form received.

14. Any Class Member who does not request exclusion from the Settlement may object to the Settlement Agreement. The Court approves, as to form and content, the Objection Form, which shall be translated into Spanish, attached hereto as **Exhibit C**. Participating Class Members who wish to object to the Settlement may submit a written objection using the attached Objection Form, which shall be timely submitted to the Administrator and shall not be submitted to the Court. The Administrator shall send copies of any objection forms received to the Parties'

respective counsel. In the Administrator's declaration to be filed concurrently with the filing of any motion for final approval, the Administrator shall authenticate a copy of every objection form received. Participating Class Members may also object to the Settlement by appearing at the Final Approval Hearing and stating an oral objection.

15. The Parties and Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

16. The Court orders the following Implementation Schedule:

Defendant to provide Class Data to the Administrator	Within 14 calendar days after entry of the Preliminary Approval Order
Administrator to mail the Class Notice and Forms	Within 14 calendar days after Defendant fully funds the amounts owed under the Settlement
Response and Opt-Out Deadline	Within 60 calendar days after mailing (extended by 14 days for re-mailed Notices)
Deadline to file Motion for Final Approval	At least 16 court days before Final Approval Hearing
Final Approval Hearing	September 9, 2026 at 8:30 a.m.

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members. However, Class Counsel and/or the Administrator shall give notice to any objecting party of any continuance of the Final Approval Hearing.

18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

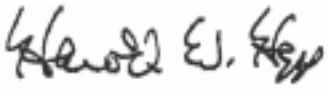
19. The Settlement Agreement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement Agreement. The obligations set forth in the Settlement Agreement are deemed part of this Order.

20. The Class is not enjoined from filing any actions or administrative proceedings

pending the final hearing on settlement or for any other period.

IT IS SO ORDERED.

DATE: April 28, 2026



Hon. Harold W. Hopp
Judge of the Riverside County Superior Court

EXHIBIT A

COURT-APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Zachary Clayton v. Wabash National Corporation
Superior Court of California, Riverside County, Case No. CVRI2407382

NOTICE: All current and former hourly-paid employees of Wabash National Corporation who worked in California at any time from April 25, 2023, to December 23, 2025.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will not receive a payment from the Settlement.[1] If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the below-reported number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why have I received this Notice?

The California Superior Court of Riverside County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement ("Settlement") reached between Plaintiffs Zachary Clayton and Ricardo Ruiz Ordaz ("Plaintiffs") and Defendant Wabash National Corporation ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Class" is comprised of "all current and former non-exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during the Class Period" ("Class Members"). The "Class Period" is April 25, 2023, through December 23, 2025.

In addition, Defendant's records indicate that you are a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "all current and former non-

[1] Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the Settlement for release of the civil penalties claim under the California Private Attorneys General Act, Labor Code sections 2698 through 2699.8 ("PAGA"), if the Settlement is finally approved and if you are an Aggrieved Employee.

exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during the PAGA Period." The "PAGA Period" is April 25, 2023, through December 23, 2025.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. What is the case about?

On December 9, 2024, Plaintiff Clayton initiated a lawsuit against Defendant entitled *Zachary Clayton v. Wabash National Corporation*, Riverside County Superior Court Case No. CVRI2407382 ("*Clayton* Action"). On May 1, 2025, Plaintiff Ordaz initiated a lawsuit against Defendant entitled *Ricardo Ruiz Ordaz v. Wabash National Corporation*, Riverside County Superior Court Case No. CVRI2502244. On July 7, 2025, Plaintiff Ordaz initiated a second lawsuit against Defendant entitled *Ricardo Ruiz Ordaz v. Wabash National Corporation*, Riverside County Superior Court Case No. CVRI2503943. Collectively, Plaintiffs' lawsuits are referred to herein as the "Actions." On DATE, Plaintiffs consolidated the Actions by filing a Consolidated Class and Representative Action Complaint in the *Clayton* Action.

Plaintiffs allege the following claims against Defendant: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, including failure to pay overtime at the correct regular rate of pay, (3) failure to provide meal periods or meal period premiums for non-compliant meals, including failure to pay meal period premiums at the correct regular rate of, (4) failure to authorize and permit rest periods or pay rest period premiums for non-compliant breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay all wages when due during employment or final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties based on the foregoing allegations under PAGA.

Defendant denies each and every allegation raised in the Actions and believes it has treated, and continues to treat, Class Members in accordance with all applicable laws. The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiffs and Defendant (the "Parties") reached a Settlement that is subject to the Court's final approval. By settling the Actions, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiffs do not concede that any of Defendant's affirmative defenses have merit.

3. Who are the attorneys representing the Parties?

The Court has appointed Plaintiffs' attorneys as "Class Counsel" to represent all Class Members. You will not be charged for this legal representation.

Class Counsel's contact information is as follows:

Attorneys for Plaintiff Clayton
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
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Attorneys for Plaintiff Ordaz
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Defendant is represented by the following attorneys:

Attorneys for Defendant
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Keelia K. Lee
JACKSON LEWIS P.C.
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Fax: (916) 341-0141

4. How much is the Settlement for and how can I expect to receive?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $690,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Plaintiffs' Class Representative Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA in the amount of up to one-third (i.e., $230,000.00) of the GSA as well as reimbursement of their actual litigation costs not to exceed $30,000.00. Plaintiffs are each seeking an enhancement award from the GSA in the amount of $5,000.00 ($10,000.00 total) for their service as the Class Representatives. The Parties are asking that $69,000.00 of the GSA be allocated to settle the PAGA claims, with 65% (i.e., $44,850.00) to be paid to the LWDA and the remaining 35% (i.e., $24,150.00) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administrator estimates that the cost of administrating this Settlement will not exceed $8,900.00.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant's records indicate that you worked approximately ___ **Workweeks**. Accordingly, your Individual Class Payment is estimated to be **$**_____. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Twenty percent (20%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining eighty percent (80%) will be treated as penalties and interest for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Defendant's records indicate that you worked approximately ___ **PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be **$**_____. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on

an IRS Form 1099.

5. What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, pay stubs) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than **_____, 2026**. The Administrator will review the information you provide and will make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

6. What are my rights regarding this Settlement?

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, you can submit a written Objection stating why you object to the Settlement, and you may use the **Objection Form** enclosed with this Notice.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Zachary Clayton v. Wabash National Corporation* (Riverside Case No. CVRI2407382)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than **_____, 2026**. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for **_____, 2026, at _____a.m./p.m. in Department 1** of the Riverside County Superior Court, Riverside Historic Courthouse. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator. To submit a Request for Exclusion, you may use the **Request for Exclusion Form** enclosed with this Notice.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Zachary Clayton v. Wabash National Corporation* (Riverside Case No. CVRI2407382)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than **_____, 2026**. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

7. When is the Final Approval Hearing?

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on **_____, 2026, at _____ a.m./p.m. in Department 1** of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 1 at (951)777-3147 for instructions on how to remotely appear or verify the hearing date and time.

8. Can I be retaliated against for participating in the Settlement?

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. What claims are being released as part of the Settlement?

Plaintiffs' General Release: Plaintiffs will release any and all claims that Plaintiffs have or may have against the Released Parties related to or arising from Plaintiffs' employment with Defendant ("Plaintiffs' General Release"). Plaintiffs acknowledge that Plaintiffs may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiffs' discovery of them. Notwithstanding the foregoing, Plaintiffs' General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after October 29, 2025.

> Section 1542 Waiver: For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "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."

Released Class Claims by Participating Class Members: Plaintiffs will release, on behalf of themselves and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiffs' operative Consolidated Class and Representative Action Complaint or that reasonably could have been alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages, including vacation time pay, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wages statements, (7) failure to indemnify necessary business expenses, and (8) unfair business practices (9) statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; (12) and any other claims arising out of or related to the Complaints filed in the Actions during the Class Period. ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Aggrieved Employees: Plaintiffs will release, on behalf of themselves and the

LWDA, all claims against the Released Parties for civil penalties pursuant to the California Private Attorney's General Act of 2004, which were alleged or could have been alleged in Plaintiffs' respective PAGA Notices to the LWDA and in Plaintiffs' operative Consolidated Class and Representative Action Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

Released Parties: The "Released Parties" means Defendant, together with its officers, directors, and employees.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

If your check has been voided, you should contact the Settlement Administrator or consult the California Controller's Unclaimed Property Fund at *ucpi.sco.ca.gov* for instructions on how to retrieve the funds.

11. How can I get more information?

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as Exhibit 1 to the *Declaration of Kane Moon in Support of Motion for Preliminary Settlement Approval*, filed on DATE.

This Notice contains a summary of the basic terms of the Settlement and description of the Actions. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Actions, free of charge, during regular business hours at the Court Clerk's office of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501. You may also access the records online at: *https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access*.

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided above.

You may also contact the Settlement Administrator at the following contact information:

Zachary Clayton v. Wabash National Corporation
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]

PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION REGARDING THIS NOTICE.

EXHIBIT B

Zachary Clayton v. Wabash National Corporation
Riverside County Superior Court Case No. CVRI2407382

||||||||||||||||||||||||||||||||
<<PSA ID>>
<<First Last>>
<<Address>>
<<City, State, Zip, Country>>

Name/Address Changes (if any):

_____

_____

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement.

Use and return this form only if you wish to be excluded from the Settlement Class and do not wish to object to the Settlement. If you exclude yourself from the Class by completing and returning this form, you will not receive your Individual Class Payment and will not be bound by the the Released Class Claims. However, even if you exclude yourself from the Settlement Class, you will still be bound by the Released PAGA Claims and receive your Individual PAGA Payment if the Court approves the Settlement.

If you wish to remain in the Settlement Class and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.

To be valid, your Request for Exclusion Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, your Request for Exclusion Form must be postmarked or have a transmission date on or before _____, 2026.

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Zachary Clayton v. Wabash National Corporation*, and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment and will be bound by the Released PAGA Claims.

Full Name: _____

Dated: _____ **Signature:** _____

What is the Settlement Administrator's contact information?

Zachary Clayton v. Wabash National Corporation
c/o APEX CLASS ACTION ADMINISTRATION
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]

EXHIBIT C

Zachary Clayton v. Wabash National Corporation
Riverside County Superior Court Case No. CVRI2407382

||||||||||||||||||||||||||||||
<<PSA ID>>
<<First Last>>
<<Address>>
<<City, State, Zip, Country>>

Name/Address Changes (if any):

_____

_____

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement. Use and return this form only if you wish to object to the Class Settlement. You may also object to the Settlement by making an oral Objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit a Request for Exclusion. If the Court overrules your Objection and approves the Settlement, you will receive your Individual Class Payment and be subject to the terms of the Settlement, including the release of claims as set forth in the Settlement.

To be valid, your Objection Form must be signed by you and returned to the Settlement Administrator at the address or email provided below. To be timely, your Objection Form must be postmarked or have a transmission date on or before _____, 2026.

I object to the settlement in *Zachary Clayton v. Wabash National Corporation* (Riverside Case No. CVRI2407382) because:

_____

_____

_____

_____

_____

_____

Full Name: _____

Dated: _____ **Signature:** _____

What is the Settlement Administrator's contact information?

Zachary Clayton v. Wabash National Corporation
c/o APEX CLASS ACTION ADMINISTRATION
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]