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*Attorneys for Plaintiffs BRANDON FISHER and ISAAC GALDAMEZ*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

BRANDON FISHER and ISAAC GALDAMEZ,  
individually, and on behalf of all others similarly  
situated,

Plaintiffs,

vs.

SUPREME TRUCK BODIES OF  
CALIFORNIA, INC., a California Corporation;  
WABASH NATIONAL CORPORATION, a  
Delaware Corporation; and DOES 1 through 10,  
inclusive,

Defendants

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

SEP 07 2023

E. Escobedo

Case No.: CVRI2200207

CLASS AND REPRESENTATIVE ACTION

[Hon. Harold W. Hopp, Dept. 1]

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFFS' UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

[Filed with Plaintiffs' Notice of Motion and  
Motion, the Declarations of Michael Moore,  
Kane Moon, Plaintiffs, Brian J. Mankin, Peter J.  
Carlson, Nathan W. Austin, and Sarah Reynoso  
in Support of Motion, and [Proposed] Order]

PRELIMINARY APPROVAL HEARING

Date: September 7, 2023

Time: 8:30 a.m.

Dept.: 1

Action Filed: January 18, 2022

Trial Date: Not set

**~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

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SEP 12 2023

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1 The Court has before it Plaintiffs' Unopposed Motion for Preliminary Approval of Class  
2 Action Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the  
3 supporting Declarations of Kane Moon, Peter J. Carlson, Brian J. Mankin, Plaintiffs Brandon  
4 Fisher and Isaac Galdamez ("Plaintiffs"), Phoenix Settlement Administrators, Sarah Reynoso, and  
5 Nathan W. Austin, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

7 1. The Court grants preliminary approval of the proposed Settlement and the  
8 Settlement Class based upon the terms set forth in the Joint Stipulation of Class and PAGA Action  
9 Settlement and Release of Claims (the "Settlement Agreement" or "Settlement") attached as  
10 Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary  
11 Approval of Class and PAGA Action Settlement. The Court finds on a preliminary basis that the  
12 Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the  
13 requirements for preliminary approval. The Court also preliminarily finds that the terms of the  
14 Settlement Agreement appear to be within the range of possible approval, pursuant to California  
15 Code of Civil Procedure section 382 and applicable law.

16 2. The Settlement falls within the range of reasonableness of a settlement which could  
17 ultimately be given final approval by this Court, and appears to be presumptively valid, subject  
18 only to any objections that may be raised at the Final Approval Hearing and final approval by this  
19 Court. The Court notes that Defendants Supreme Truck Bodies of California, Inc. and Wabash  
20 National Corporation ("Defendants") (together with Plaintiffs, the "Parties") agreed to create a  
21 common gross fund of at least \$3,000,000.00 (the "Maximum Settlement Amount"), subject to the  
22 Escalator Clause and in addition to Defendants employer's share of payroll taxes attributable to  
23 the Individual Class Shares allocated to wages, to cover (a) all payments of Individual Class Shares  
24 to Participating Class Members; (b) Class Counsel's reasonable attorneys' fees, not to exceed one  
25 third of the Maximum Settlement Amount; (c) reimbursement of actual litigation costs, not to  
26 exceed \$35,000.00; (d) the Settlement Administration Expenses Payment of up to \$20,000.00 to  
27 for the reasonable fees and expenses in administering this Settlement; (e) a PAGA Penalties  
28 Payment of \$200,000.00 allocated to settlement of claims for civil penalties under the Private

1 Attorneys General Act, Labor Code Section 2698, *et seq.* (“PAGA”), distributed as 25%  
2 (\$50,000.00) to Aggrieved Employees and 75% (\$150,000.00) to the California Labor and  
3 Workforce Development Agency (the “LWDA”); and (f) the Class Representative Payments of up  
4 to \$2,500.00 to each Plaintiff. (Settlement Agreement, ¶¶ 7, 8, 13, 25, 28, 38.)

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

15 4. A final fairness hearing on the question of whether the proposed Settlement  
16 Agreement, Class Counsel’s attorneys’ fees and costs, the PAGA Payments, and the Class  
17 Representative Payment should be finally approved as fair, reasonable, and adequate as to the  
18 members of the Class is hereby set in accordance with the Implementation Schedule set forth  
19 below.

20 5. The Court provisionally certifies, for settlement purposes only, the following class  
21 (the “Settlement Class”): All persons who are employed or have been employed by Defendants in  
22 California as hourly non-exempt employees during the Class Period. (Settlement Agreement, ¶ 5.)  
23 The “Class Period” refers to January 18, 2018 through April 24, 2023. (Settlement Agreement, ¶  
24 12.) Excluded from the Settlement Class are all persons who submit a complete, valid, and timely  
25 request to be excluded from the Settlement pursuant to the instructions provided in the Class Notice  
26 (“Non-Participating Class Members”). (Settlement Agreement, ¶ 27.)

27 6. Release of Claims. Upon the Final Approval of the Settlement by the Superior Court, and  
28 only after Defendants fully fund the Maximum Settlement Amount and Employer’s Payroll Taxes, the

1 following releases of claims shall apply (Settlement Agreement, ¶¶ 80–82):

2 a. Plaintiffs' Released Claims. Plaintiffs, on behalf of themselves, knowingly and voluntarily  
3 releases and forever discharge Defendants and the Released Parties, to the fullest extent  
4 permitted by law, of and from any and all claims, known and unknown, asserted and  
5 unasserted, which Plaintiffs have or may have against the Released Parties, including  
6 the Released Class Claims and PAGA Released Claims described in this Agreement, as  
7 of the date of execution of this Settlement Agreement. Plaintiffs expressly waive and  
8 relinquish the provisions, rights, and benefits, if any, of section 1542 of the California  
9 Code of Civil Procedure, which reads: A general release does not extend to claims that  
10 the creditor or releasing party does not know or suspect to exist in his or her favor at the  
11 time of executing the release, and that if known by him or her would have materially  
12 affected his or her settlement with the debtor or Released Party. (Settlement Agreement,  
13 ¶ 80.)

14 b. Released Class Claims by Participating Class Members. The Participating Class  
15 Members will fully release and discharge the Released Parties of the claims stated in,  
16 and those based solely upon the facts stated in, the Operative Complaint, including,  
17 California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221,  
18 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5,  
19 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, the applicable California  
20 Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq.,  
21 the California Business and Professions Code sections 17200, et seq., the California  
22 Code of Civil Procedure section 1021.5, and including all claims for or related to alleged  
23 unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double  
24 time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of  
25 wages at separation, wage statements, meal periods and meal period premiums, rest  
26 breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred  
27 compensation benefits and/or matching benefits for payments received under the  
28 Settlement, unfair competition, unfair business practices, unlawful business practices,

fraudulent business practices, as well as claims for statutory penalties based on the facts or claims alleged in the Operative Complaint at any time during the Class Period (collectively, the “Released Class Claims”). (Settlement Agreement, ¶ 81.)

c. PAGA Released Claims. Plaintiffs—in their individual capacity and on behalf of the State of California and the LWDA—shall completely release and discharge the Defendants named in the Operative Complaint, together with their officers, directors, employees, and agents (collectively, the “Releasees”) from the PAGA claims that Plaintiffs alleged against the Releasees, on behalf of themselves and the State of California, in Plaintiffs’ LWDA Exhaustion Letters, and only to the extent that they are alleged in the Operative Complaint, including all PAGA claims seeking civil penalties premised upon California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, et seq., the applicable California Industrial Commission Wage Orders, and all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code sections 2698, et seq., based on the facts or claims alleged in the Operative Complaint at any time during the PAGA Period (collectively, the “PAGA Released Claims”). The PAGA Released Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties under PAGA. (Settlement Agreement, ¶ 82.)

7. The Court, for purposes of this Preliminary Approval Order, refers to all terms and definitions as set forth in the Settlement Agreement.

8. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the Settlement 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 Settlement Class Members, which predominate over individual issues; (3) Plaintiffs’ claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and

1 efficient adjudication of the controversy.

2       9.       The Court appoints, for settlement purposes only, Plaintiffs as the Class  
3 Representatives. The Court approves, on a preliminary basis, payment of a Class Representative  
4 Payment from the Maximum Settlement Amount of up to \$2,500.00 to each Plaintiff, in addition  
5 to the amounts Plaintiffs are eligible to receive as Settlement Class Members and Aggrieved  
6 Employees, for their contributions and participation in the litigation, for the risks and duties  
7 attendant to their role as the Class Representatives, and for their general release of claims, both  
8 known and unknown, and waiver of Section 1542 rights. To the extent the final amounts awarded  
9 are less than the amounts requested, the remainder will be retained in the Net Settlement Amount  
10 for distribution to Participating Class Members.

11       10.       The Court appoints, for settlement purposes only, Plaintiffs' counsel Moon Law  
12 Group, PC and Lauby, Mankin & Lauby LLP as Class Counsel. The Court approves, on a  
13 preliminary basis, Class Counsel's ability to request attorneys' fees of up to one third of the  
14 Maximum Settlement Amount (currently estimated to be \$1,000,000.00), and reimbursement for  
15 actual costs not to exceed \$35,000.00. To the extent the final amounts awarded are less than the  
16 amounts requested, the remainder will be retained in the Net Settlement Amount for distribution  
17 to Participating Class Members.

18       11.       The Court appoints Phoenix Settlement Administrators as the Settlement  
19 Administrator with payment from the Maximum Settlement Amount for reasonable administration  
20 costs not to exceed \$20,000.00, except upon a showing of good cause and as approved by the Court.  
21 To the extent actual administration expenses are less than \$20,000.00, the remainder will be  
22 retained in the Net Settlement Amount for distribution to Participating Class Members. The  
23 Settlement Administrator shall perform services and duties as provided for in the Settlement  
24 Agreement, including, but not limited to, mailing, via first-class U.S. Mail, the Class Notice,  
25 Exclusion Form, and Objection Form to all Class Members. Class Members shall not be required  
26 to submit a claim form in order to receive individual settlement payments.

27       12.       The Court approves, as to form and content, the Class Notice, attached hereto as  
28 **Exhibit A**. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice

1 to Settlement Class Members satisfies due process, provides the best notice practicable under the  
2 circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

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

10 14. Any Class Member who does not request exclusion from the Settlement may object  
11 to the Settlement Agreement. The Court approves, as to form and content, the Objection Form,  
12 attached hereto as **Exhibit C**. Participating Class Members who wish to object to the Settlement  
13 may submit a written objection using the attached Objection Form, which shall be timely submitted  
14 to the Settlement Administrator and shall not be submitted to the Court. The Settlement  
15 Administrator shall send copies of any objection forms received to the Parties' respective counsel. In  
16 the Settlement Administrator's declaration to be filed concurrently with the filing of any motion for  
17 final approval, the Settlement Administrator shall authenticate a copy of every objection form  
18 received. Additionally, or in the alternative, Participating Class Members may also object to the  
19 Settlement by appearing and stating an oral objection at the Final Approval Hearing.

20 15. The obligations set forth in the Settlement Agreement are deemed part of this  
21 Preliminary Approval Order, and the Parties and Settlement Administrator are ordered to carry out  
22 the Settlement Agreement according to its terms and provisions.

23 16. The Court orders the following Implementation Schedule:

24 Defendants to provide the Settlement 25 Administrator with the Class Member Data	Within 14 calendar days of the Preliminary Approval Order
26 Settlement Administrator to mail the 27 Class Notice and Forms	Within 30 calendar days of the Preliminary Approval Order

Response and Opt-Out Deadline	Within 45 calendar days after mailing
Deadline to file Motion for Final Approval	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	January 31 <sup>st</sup> , 2024

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 Settlement Administrator shall give notice to any objecting party of any continuance of the Final Approval Hearing.

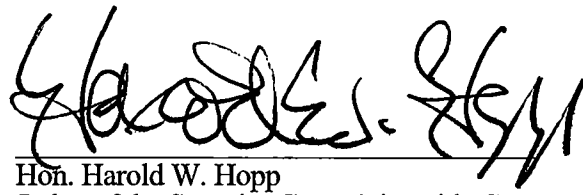
18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

19. The Settlement Agreement is preliminarily approved but is not an admission by Defendants of the validity of any claims in this class action, or of any wrongdoing by Defendants 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.

20. Class Members are not enjoined from filing any actions or administrative claims or proceedings pending the final hearing on the Settlement, or for any other period.

IT IS SO ORDERED.

DATE: 9/7/23



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

# EXHIBIT A

*Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation*  
Riverside County Superior Court Case No. CVRI2200207



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

**Name/Address/Telephone Changes (if any):**

**NOTICE OF CLASS AND PAGA ACTION SETTLEMENT**  
**AFFECTING YOUR RIGHTS**

*A court approved this Notice. This is not a solicitation from a lawyer. You are not being sued.*

**PLEASE READ THIS NOTICE CAREFULLY.**

If you are employed or have been employed by Supreme Truck Bodies of California, Incorporated, or Wabash National Corporation in California as an hourly paid employee at any time from January 18, 2018 to April 24, 2023, you may be able entitled to receive money from a Settlement for claims related to minimum wage laws, overtime laws, meal and rest period laws, and other related laws under the California Labor Code and Industrial Welfare Commission Wage Orders.

**Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this Notice.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING AND RECEIVE SETTLEMENT PAYMENT</b>	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Superior Court finally approves the Settlement. In exchange, you will be bound by the Settlement, including the Released Class Claims, as explained below.
<b>REQUEST EXCLUSION</b>	Request to be excluded and receive no class benefits from the Settlement. If you submit a timely, complete, and valid Exclusion Form to the Settlement Administrator, you will not receive an Individual Class Share payment and you will not have the right to object, appeal, or comment on the Settlement. However, if you are an Aggrieved Employee, as defined below, you will still receive an Individual PAGA Share payment because you <u>cannot</u> opt out of the PAGA portion of the Settlement.
<b>OBJECT</b>	If you wish to object to the Settlement, you may submit a written, timely, and complete Objection Form to the Settlement Administrator. Alternatively, you can appear at the Final Approval Hearing and verbally state your objection. In order to object, you must not have excluded yourself from the Settlement. However, you <u>cannot</u> object to the PAGA portion of the Settlement.

## 1. Why should you read this Notice?

A proposed settlement (referred to in this Notice as the “Settlement”) has been reached in a class and PAGA action lawsuit entitled *Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation*, Riverside County Superior Court Case No. CVRI2200207 (referred to in this Notice as the “Action” or “Lawsuit”) that affects your rights. The Defendants in the Action are Supreme Truck Bodies of California, Incorporated and Wabash National Corporation (referred to in this Notice as the “Defendants”).

The Court has granted Preliminary Approval of a “Settlement Class” defined as follows:

All persons who are employed or have been employed by Defendants in California as non-exempt (meaning, hourly paid) employees during the Class Period. The “Class Period” is defined as follows: January 18, 2018 through April 24, 2023.

The Court has also granted Preliminary Approval of a group of “Aggrieved Employees” defined as follows:

All persons who are employed or who have been employed by Defendants in California as non-exempt (meaning, hourly paid) employees during the PAGA Period. The “PAGA Period” is defined as follows: January 18, 2021 through April 24, 2023.

According to Defendants’ employment records, you meet one or both of the above groups, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly an Aggrieved Employee. The Superior Court has directed that this Notice be sent to all Class Members and Aggrieved Employees to inform you about the case and your legal rights and options before the Superior Court decides to finally approve the Settlement. If the Superior Court finally approves the Settlement, and after any appeals are resolved, payments will be made to all Class Members, unless they have opted out of the Settlement, and payments to all Aggrieved Employees, regardless of if they have opted out of the Settlement.

This Notice explains the Lawsuit, the Settlement, your rights and options, what benefits are available and how to get them.

## 2. What is this Lawsuit about?

Following extensive litigation, two Plaintiffs—Plaintiff Brandon Fisher and Plaintiff Isaac Galdamez (referred to in this Notice as “Plaintiffs”)—and their attorneys joined forces and filed a consolidated complaint against Defendants. That complaint (referred to in this Notice as the “Operative Complaint”) alleges the following causes of action against Defendants: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages Each Pay Period and Final Wages at Termination; (7) Failure to Provide Accurate and Itemized Wage Statements; (8) Failure to Pay Vested Vacation; (9) Unfair Business Practices; and (10) Civil Penalties under PAGA.

Defendants vigorously deny all the claims and contentions made in the Operative Complaint and in the Lawsuit to date, and maintain they fully complied with California laws. However, Defendants have agreed to settle the Lawsuit to avoid the expense and risk of continued litigation.

### 3. Why is there a Settlement?

The Superior Court has not decided in favor of Plaintiffs or Defendants (collectively, referred to in this Notice as the “Parties”), or made any decisions regarding the merit of Plaintiffs’ claims or Defendants’ defenses. Instead, both sides agreed to a Settlement, which allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendants or an admission by Plaintiffs regarding the defenses maintained by Defendants. The Parties and their respective attorneys believe the Settlement is fair, reasonable, and adequate, and in the best interests of all Class Members.

### 4. What are the terms of the Settlement?

Defendants will pay a total sum of Three Million Dollars and Zero Cents (\$3,000,000.00), subject to the Escalator Clause (that will increase this total amount if the aggregate number of weeks worked by Participating Class Members turns out to be larger than estimated), to settle the Action (referred to in this Notice as the “Maximum Settlement Amount”). The Maximum Settlement Amount will be due in full within 21 days of the Effective Date, which will be the date of final approval, unless an objection is filed which will push the date out further.

The Maximum Settlement Amount will be used to cover the following payments: (a) all Individual Class Shares to Participating Class Members; (b) the Class Representative Payment to each Plaintiff; (c) the Class Counsel Fee Payment; (d) the Class Counsel Litigation Expenses Payment; (e) the payment to the California Labor and Workforce Development Agency (referred to in this Notice as the “LWDA”) for civil penalties brought under PAGA; (f) all Individual PAGA Shares to Aggrieved Employees; and (g) the Settlement Administration Expenses payment to the Settlement Administrator for reasonable fees and expenses in administering the Settlement. Additionally, Defendants will pay their portion of all employer’s payroll taxes resulting from the Settlement separate from and in addition to the Maximum Settlement Amount.

The Parties have agreed to the following payments from the Maximum Settlement Amount, which is subject to final approval by the Court:

(a) Attorney Fees: up to one-third (1/3) of the Maximum Settlement Amount amounting to One Million Dollars and Zero Cents (\$1,000,000.00) for Class Counsel’s reasonable attorneys’ fees;

(b) Attorneys Litigation Costs: up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) for reimbursement of Class Counsel’s out-of-pocket litigation costs;

(c) Administration Costs: up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) to the Settlement Administrator;

(d) Class Representative Service Awards: up to Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to each Plaintiff in recognition of their time and service to the Settlement Class in pursuing the Action and in fulfilling their obligations as the Class Representative; and

(e) PAGA Penalties: payment of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to resolve claims under PAGA (the “PAGA Penalties Payment”), of which Fifty Thousand Dollars and Zero Cents (\$50,000.00) will be distributed to Aggrieved Employees based on the number of Weeks Worked during the PAGA Period (as explained below) and One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) will be paid to the LWDA. The PAGA Penalties Payment to the LWDA is required by California law.

After these deductions, the remaining amount—referred to in this Notice as the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (referred to in this Notice as the “Participating Class Members”). No portion of the Maximum Settlement Amount will be returned to Defendant.

#### 5. How much can I expect to receive?

Each Participating Class Member (meaning, Class Members who do not opt out of the Settlement) will receive a proportionate share of the Net Settlement Amount (referred to in this Notice as an “Individual Class Share”) based on the number of workweeks he/she worked for Defendants in California during the Class Period, as defined above. A “workweek” for purposes of calculating Individual Class Shares is defined as any week where the Class Member worked at least one day for Defendants in California during the Class Period, according to Defendants’ employment records for the Class Member.

To calculate a Participating Class Member’s Individual Class Share, the Net Settlement Amount will first be divided by the aggregate total number of workweeks of all Participating Class Members, resulting in the “Class Workweek Value.” Each Participating Class Member’s Individual Class Share will be equal to the Class Workweek Value multiplied by his/her number of individual workweeks. The highest estimated Individual Class Share is: \$<<Est.SettlementAmt>>. The lowest estimated Individual Class Share is: \$<<Est.SettlementAmt>>.

Your Compensable Workweeks are: <<Class Workweeks>>

Your Estimated Individual Class Share is: \$<<Est.SettlementAmt>>

The Individual Class Shares are subject to taxation and withholding. Each Individual Class Share payment will be allocated as follows: (a) one-third (1/3 or 33.33%) as wages (referred to in this Notice as the “wage portion”), which will be subject to deductions and withholdings for the employee’s share of state and federal payroll taxes, and (b) two-thirds (2/3 or 66.67%) to interest and penalties, which will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Individual Class Share allocated to wages and an IRS Form-1099-MISC with respect to the portion of the Individual Class Share allocated to penalties and interest. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee’s required withholdings and payroll taxes from the wage portion of the Settlement payment. Defendant will separately pay the employer’s share of payroll taxes with respect to the wage portion of each Class payment.

Additionally, each Aggrieved Employee will receive a proportionate share of the PAGA Penalties Payment allocated to Aggrieved Employees based on the number of workweeks he/she worked for Defendants in California during the PAGA Period, as defined above. A “workweek” for purposes of calculating Individual PAGA Shares is defined as any week where the Aggrieved Employee worked at least one day for Defendants in California during the PAGA Period, according to Defendants’ employment records for the Aggrieved Employee.

To calculate an Aggrieved Employee’s Individual PAGA Share, the PAGA Penalties Payment allocated to Aggrieved Employees (\$50,000.00) will be divided by the aggregate total number of workweeks of all Aggrieved Employees, resulting in the “PAGA Workweek Value.” Each Aggrieved Employee’s Individual PAGA Share will be equal to the PAGA Workweek Value multiplied by his/her number of individual workweeks.

Your Compensable Workweeks are: <<PAGAWorkweeks>>

Your Estimated Individual PAGA Share is: \$<<Est.PAGAPaymentAmt>>

The Individual PAGA Shares are subject to taxation but no withholding. Each Individual PAGA Share will be allocated as 100% penalties, which will not be subject to deductions or withholdings. Each Aggrieved Employee will receive an IRS Form-1099-MISC for his or her Individual PAGA Share.

Please note that each Participating Class Member and/or Aggrieved Employee will be responsible for his/her share of taxes attributable to the receipt of settlement checks. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members and/or Aggrieved Employee should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

**6. What if I disagree with the number of workweeks credited to me in this Notice?**

The information concerning the number of workweeks you worked as an eligible employee during the Class Period and/or PAGA Period is based on Defendants' records. To dispute this number of workweeks credited to you, you must send written notice to the Settlement Administrator by the response deadline below (referred to in this Notice as the "Workweek Dispute"). To be valid, your Workweek Dispute must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked for Defendants in California during the Class Period and/or PAGA Period, including any supporting documentation (for example, copies of your pay stubs). To be timely, your Workweek Dispute must be mailed by first-class U.S. Postal Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before \_\_\_\_\_, 2023.

The Settlement Administrator will promptly evaluate the evidence submitted and discuss with the Parties how many workweeks should be credited to the Class Member and/or Aggrieved Employee. The Settlement Administrator will make the final decision as to how many workweeks should be credited and report the outcome to the Class Member and/or Aggrieved Employee. The Settlement Administrator's determination will be final, binding on the Parties and on the Class Members and/or Aggrieved Employees, and not appealable.

**7. How and when will I get a payment? How do I update my address?**

**How do I receive money from the Settlement?** You do not need to do anything to receive your Individual Class Share and/or Individual PAGA Share. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to submit a claim or take any other action to receive your share of the Settlement.

**When will I receive my Settlement payment?** Participating Class Members and Aggrieved Employees will receive their payments only after the Superior Court grants final approval of the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient. If there are no objections or appeals, payments are expected to be mailed within 44 days after the Superior Court grants final approval of the Settlement.

**Settlement payment checks must be cashed soon after receipt.** The Settlement checks will be available to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance will be transmitted to the California State Controller's Office for Unclaimed Property to be held pursuant to the Unclaimed Property Law, California Civil Code sections 1500, *et seq.*, in the names of those Participating Class Members and/or Aggrieved Employees who did not cash their checks prior to the 180-day-expiration date until such time they claim their property.

**Change of address.** It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement share(s). If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (xxx) xxx-xxxx, or at the address, fax, or email provided below.

#### **8. What claims are being released by the Settlement?**

If the Settlement is finally approved by the Superior Court, a Judgment will be entered. Only after Defendants fully fund the Maximum Settlement Amount and employer's share of payroll taxes, all Participating Class Members will release claims as follows:

*Upon the Final Approval of the Settlement by the Superior Court, and only after Defendants fully fund the Maximum Settlement Amount and Employer's Payroll Taxes, the Participating Class Members will fully release and discharge the Released Parties of the claims stated in, and those based solely upon the facts stated in, the Operative Complaint, including, California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, the applicable California Industrial Commission Wage Orders, Cal. Code Regs., Title 8, section 11040, et seq., the California Business and Professions Code sections 17200, et seq., the California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, as well as claims for statutory penalties based on the facts or claims alleged in the Operative Complaint at any time during the Class Period (collectively, the "Released Class Claims").*

The "Released Parties" are defined as follows: Defendants Supreme Truck Bodies of California, Incorporated and Wabash National Corporation, together with their officers, directors, employees, and agents.

Any Class Member who does not submit a timely, valid, and complete Exclusion Form will be considered to have accepted the release and will be bound by the Released Class Claims against the Released Parties.

Additionally, if the Settlement is finally approved by the Superior Court and only after Defendants fully fund the Maximum Settlement Amount and employer's share of payroll taxes, Plaintiffs will release claims as follows:

*Upon the Final Approval of the Settlement by the Superior Court, and only after Defendants fully fund the Maximum Settlement Amount and Employer's Payroll Taxes, Plaintiffs—in their individual capacity and on behalf of the State of California and the LWDA—shall completely release and discharge the Defendants named in the Operative Complaint, together with their officers, directors, employees, and agents (collectively, the "Releasees") from the PAGA claims that Plaintiffs alleged against the Releasees, on behalf of themselves and the State of California, in Plaintiffs' LWDA Exhaustion Letters, and only to the extent that they are alleged in the Operative Complaint, including all PAGA claims seeking civil penalties premised upon California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, et seq., the applicable California Industrial Commission Wage Orders, and all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code sections 2698, et seq., based on the facts or claims alleged in the Operative Complaint at any time during the PAGA*

*Period (collectively, the “PAGA Released Claims”). The PAGA Released Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties under PAGA.*

The Participating Class Members’ Released Class Claims and the PAGA Released Claims, as described above, expressly exclude all claims made for wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, whether during or outside of the Class Period and/or PAGA Period, and any and all claims outside of the Class Period and/or PAGA Period. The payment of Individual Class Shares and/or Individual PAGA Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

## 9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Class Share and/or Individual PAGA Share (if applicable) automatically if the Settlement is finally approved by the Superior Court.

b. **Exclude Yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from (opt out of) the Settlement by sending your written exclusion request to the Settlement Administrator by the response deadline stated below. If you exclude yourself, you will not receive your Individual Class Share, you will not be subject to the terms of the Settlement, you will not have the right to object, appeal, or comment on the Settlement, and you will retain whatever rights you may currently have. However, Class Members cannot opt out of the PAGA portion of the Settlement. If you exclude yourself and Defendants’ records show you are an Aggrieved Employee, you will still receive your Individual PAGA Share.

To exclude yourself, you must use the Exclusion Form enclosed herewith, which must include your signature and be timely transmitted to the Settlement Administrator.

To be timely, your Exclusion Form must be mailed by first-class U.S. Mail (or the equivalent), faxed, or e-mailed to the Settlement Administrator at the address, fax number, or e-mail provided below and be postmarked or have a transmission date on or before \_\_\_\_\_, 2023.

c. **Object to the Settlement.** As a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, and you will also receive your Settlement share(s). However, Class Members cannot object to the PAGA portion of the Settlement.

To object, you may elect to use the Objection Form enclosed herewith, which must include your signature and be timely transmitted to the Settlement Administrator by the response deadline stated below. Your Objection Form must include your full name, describe the nature of and basis for your objection, provide any updated contact information for you in case the Settlement Administrator needs to contact you to clarify your objection, and your signature. You may include any legal support for such objection and copies, if any, of any papers, briefs, or other documents on which your objection is based.

To be timely, your Objection Form must be mailed by first-class U.S. Mail (or the equivalent), faxed, or e-mailed to the Settlement Administrator at the address, fax number, or e-mail provided below and be postmarked or have a transmission date on or before \_\_\_\_\_, 2023.

Instead of submitted an Objection Form or written objection, you may appear at the Final Approval Hearing, or hire an attorney at your own expense to appear on your behalf, and verbally state your objections before the Superior Court. The Final Approval Hearing is currently set for \_\_\_\_\_, 2023 at \_\_\_\_\_ a.m. in the Riverside County Superior Court. The Final Approval Hearing may be continued to a later date without further notice to Class Members, except that notice will be provided to any objector.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement and any term of it, you cannot submit an Exclusion Form.

**10. Who are the attorneys representing the Plaintiffs and the Settlement Class?**

The Superior Court has appointed the following lawyers as “Class Counsel” to represent all Class Members:

**MOON & YANG PC**

Kane Moon, Esq.  
Allen Feghali, Esq.  
Charlotte Mikat-Stevens, Esq.  
1055 W. 7th Street, Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128

**LAUBY, MANKIN & LAUBY, LLP**

Brian J. Mankin, Esq.  
Peter J. Carlson, Esq.  
5198 Arlington Avenue, PMB 513  
Riverside, CA 92504  
Telephone: (915) 320-1444

You will not be charged for these lawyers.

**11. How will the attorneys for the Settlement Class be paid?**

All payments for Class Counsel’s attorneys’ fees and litigation costs will be made from the Maximum Settlement Amount. Class Counsel intend to request an award of reasonable attorneys’ fees up to one third (1/3) of the Maximum Settlement Amount amounting to One Million Dollars and Zero Cents (\$1,000,000.00), plus reimbursement of reasonable and actual out-of-pocket costs incurred in prosecuting the Lawsuit of up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Class Counsel have been prosecuting this Action on behalf of Plaintiffs and the Settlement Class on a contingency fee basis (meaning, without being paid any money to date or guarantee that they will be paid at all) and have been paying all litigation costs out of pocket. The Superior Court will decide the amount of attorneys’ fees and costs to award at the Final Approval Hearing.

**12. When and where will the Court decide to approve the Settlement?**

The Superior Court has determined that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable, and therefore has preliminarily approved the Settlement. However, the Superior Court has not yet finally approved the Settlement. The Superior Court will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Superior Court will hold the Final Approval Hearing on \_\_\_\_\_, 2023, at \_\_\_\_\_ a.m., in Department 10 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501, before the Honorable Christopher B. Harmon. At the Final Approval Hearing, the Court will rule on Class Counsel’s request for attorneys’ fees and litigation costs, the Class Representative Payment, the Settlement Administration Expenses Payment, and the PAGA Penalties Payment, will rule on any objections to the Settlement received at or before the Final Approval Hearing, and will rule on the fairness, reasonableness, and adequacy of the Settlement.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend. If you did not submit an Exclusion Form, you may appear at the hearing, or you may hire an attorney at your own

expense to appear on your behalf, and request to be heard. The Final Approval Hearing may be continued to a later date without further notice to Class Members, except that notice will be provided to any objector.

If the Superior Court finally approves the Settlement, the Superior Court will issue a Final Order and Judgment. Notice of the Final Judgment will be posted on the Settlement Administrator's website: [WEBSITE URL]. The Settlement Administrator will post notice of the Final Judgment from seven (7) calendar days after entry of the Judgment to thirty (30) days following the one hundred and eighty (180) check-cashing deadline.

**13. Will I be subject to discipline if I participate in the Settlement?**

No! Defendants approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendants or their treatment of you as a current or former employee.

**14. What is the Settlement Administrator's Contact Information?**

Any Exclusion Form, Objection Form, address change request, Workweek Dispute, and all other correspondence intended for the Settlement Administrator must be mailed, faxed, or emailed to the Settlement Administrator at the following address:

*Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation*

c/o Phoenix Settlement Administrators

P.O. Box 7208, Orange, CA 92863

Tel: (800) 523-5773 | Fax: (949) 209-2503 | Email: [info@phoenixclassaction.com](mailto:info@phoenixclassaction.com)

**15. How Can I Get Additional Information?**

If you have questions, you can call the Settlement Administrator at (800) 523-5773 and/or Class Counsel at (213) 232-3128. For the precise terms and conditions of the Settlement, you may review the detailed "Joint Stipulation of Class and PAGA Action Settlement and Release of Claims," which is available for viewing online and free of charge at the Settlement Administrator's website: [WEBSITE URL]. The pleadings and other court records in the Lawsuit are available online and free of charge at the Settlement Administrator's website: [WEBSITE URL]. The records may also can be examined, free of charge, in person at any time during regular business hours at the Clerk's Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92101, or online at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>. To view the "Joint Stipulation of Class and PAGA Action Settlement and Release of Claims" from the Court's website, it must be purchased and is available for purchase as part of the declaration of Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval, Exhibit 1, filed on [filing date]. Additionally, if you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is above, and they will provide you with a copy via e-mail free of charge.

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' MANAGERS OR SUPERVISORS ABOUT THIS SETTLEMENT**

If you have any questions, please contact the Settlement Administrator or Class Counsel.

# EXHIBIT B

*Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation, Riverside County Superior Court Case No. CVRI2200207*

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address/Telephone Changes (if any):

**EXCLUSION FORM**

*You are receiving this Exclusion Form because you may be entitled to receive money from a Settlement in the above-identified class action lawsuit. For more information regarding the Settlement, please refer to the Notice of Class and PAGA Action Settlement that accompanied this Exclusion Form.*

*Complete and return this Exclusion Form only if you wish to be excluded from the Settlement Class and do not wish to receive an Individual Class Share payment. If you exclude yourself from the Settlement Class by signing and returning this Exclusion Form, you will not receive your Individual Class Share, you will not be subject to the terms of the Settlement or be bound by the Released Class Claims provided in the Settlement, you will retain whatever rights you may currently have, and you will not have any right to object, appeal, or comment on the Settlement. However, if you exclude yourself from the Settlement, you will still receive an Individual PAGA Share payment if you qualify as an Aggrieved Employee.*

*If you wish to remain in the Settlement Class and receive an Individual Class Share payment, you should disregard this Exclusion Form. You do not need to do anything to receive payment, and you will receive a check by U.S. Mail if final approval of the Settlement is granted by the Courts.*

To be valid, your Exclusion Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email address provided below, and be postmarked or have a transmission date on or before \_\_\_\_\_, 2023.

**I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE FISHER v. SUPREME TRUCK BODIES OF CALIFORNIA, INCORPORATED ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE AN INDIVIDUAL CLASS SHARE PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE SETTLEMENT, INCLUDING THE RELEASED CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY INDIVIDUAL PAGA SHARE PAYMENT (IF ELIGIBLE).**

Dated: \_\_\_\_\_

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**What is the Settlement Administrator's contact information?**

*Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation*

c/o Phoenix Settlement Administrators

P.O. Box 7208, Orange, CA 92863

Tel: (800) 523-5773 | Fax: (949) 209-2503 | Email: [info@phoenixclassaction.com](mailto:info@phoenixclassaction.com)

# EXHIBIT C

*Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation, Riverside County Superior Court Case No. CVRI2200207*

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

**Name/Address/Telephone Changes (if any):**

**OBJECTION FORM**

*You are receiving this Objection Form because you may be entitled to receive money from a Settlement in the above-identified class action lawsuit. For more information regarding the Settlement, please refer to the Notice of Class and PAGA Action Settlement that accompanied this Objection Form.*

*Complete and return this Objection Form only if you wish to object to the Settlement. If your objection is rejected by the Superior Court, you will receive an Individual Class Share Payment, be subject to the terms of the Settlement, and be bound by the Release Class Claims as set forth in the Settlement and Notice. However, instead of using this Objection Form, 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 an Exclusion Form.*

**To be valid, your Objection Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email provided below, and be postmarked or have a transmission date on or before \_\_\_\_\_, 2023.**

**The nature of and basis for my objection to the proposed Settlement in the *FISHER v. SUPREME TRUCK BODIES OF CALIFORNIA, INCORPORATED* action is as follows:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dated:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**What is the Settlement Administrator's contact information?**

*Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation*

c/o Phoenix Settlement Administrators

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