

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **March 6, 2024**

Rush Enterprises, Inc.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

555 IH-35 South, Suite 500
New Braunfels, Texas
(Address of principal executive
offices)

0-20797
(Commission File
Number)

74-1733016
(IRS Employer Identification
No.)

78130
(Zip Code)

Registrant's telephone number, including area code: **(830) 302-5200**

Not Applicable

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

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.01 per share	RUSHA	Nasdaq Global Select Market
Class B Common Stock, par value \$0.01 per share	RUSHB	Nasdaq Global Select Market

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

Emerging growth company

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

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

(b) On March 8, 2024, Rush Enterprises, Inc. (the “Company”) announced that Michael J. McRoberts will step down from his role as Chief Operating Officer (“COO”) in the second half of the year. When Mr. McRoberts steps down as COO, he will continue to serve the Company in a senior advisory role and in his current capacity as a member of the Board of Directors (the “Board”) of the Company. Further details regarding the timing of Mr. McRoberts’ transition from COO to his senior advisory role, in addition to the compensation associated with such role, will be provided at a later date.

In addition, the Company also announced that Scott Anderson, Senior Vice President – Finance, Insurance and Leasing, will retire effective March 30, 2024. In order to facilitate the transition of Mr. Anderson’s duties to multiple different employees, Mr. Anderson and Rush Administrative Services, Inc., a subsidiary of the Company, have entered into a consulting agreement (the “Consulting Agreement”) for a minimum term of six (6) months beginning on April 1, 2024, and ending on September 30, 2024, and continuing on a month-to-month basis thereafter unless terminated earlier by either party. Pursuant to the terms of the Consulting Agreement, Mr. Anderson will provide certain consulting services to the Company at a monthly rate of \$20,000 and will be entitled to reimbursement for reasonable expenses incurred in performing such services. After September 30, 2024, either the Company or Mr. Anderson may terminate the Consulting Agreement by providing notice of such termination to the other party. The Consulting Agreement also includes customary confidentiality, non-solicitation and non-compete provisions.

The foregoing description of the Consulting Agreement is qualified in its entirety by reference to the full text of the Consulting Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 5.02 by reference.

(c) In connection with the announcement that Mr. McRoberts will be stepping down as COO in the second half of the year, the Board of Directors of the Company appointed Jason Wilder to serve as COO, effective upon the date that Mr. McRoberts steps down. Mr. Wilder, age 48, currently serves as the Company’s Senior Vice President – Navistar Dealerships, a position he has occupied since May 2019. From 2011 until 2019, he served as Regional General Manager of the Georgia Region, and as the Regional General Manager of the Company’s North Carolina dealerships from 2008 until 2011. Mr. Wilder joined the Company in November 2006 as the General Manager of the Atlanta medium-duty dealership. Prior to joining the Company, he was the General Manager of Fouts Brothers Truck Center in Smyrna, Georgia. Mr. Wilder has a Bachelor of Arts in Foreign Language – International Trade, Spanish from Auburn University.

There are no family relationships between Mr. Wilder and any Company director or executive officer, and no arrangements or understandings between Mr. Wilder and any other person pursuant to which he was selected as an officer. Mr. Wilder is not a party to any current or proposed transaction with the Company for which disclosure is required under Item 404(a) of Regulation S-K.

(e) On March 6, 2024, the Board of the Company, upon the recommendation of the Compensation Committee of the Board (the “Compensation Committee”), approved the following compensation payments to the below named executive officers of the Company:

Cash Bonus Payments

After a review of competitive market data and the Company’s operating results for the 2023 fiscal year, the Compensation Committee approved the following cash bonus payments:

Name / Title	Cash Bonus
W. M. “Rusty” Rush Chairman, President, Chief Executive Officer and Director	\$ 3,928,500
Michael J. McRoberts Chief Operating Officer and Director	\$ 2,078,000
Steven L. Keller Chief Financial Officer and Treasurer	\$ 709,000
Scott Anderson Senior Vice President – Finance, Insurance and Leasing	\$ 1,713,000
Jody Pollard Senior Vice President – Truck and Aftermarket Sales	\$ 300,000

The cash bonuses will be paid on March 15, 2024.

Stock Option Grants

The Compensation Committee approved the following stock options exercisable for shares of the Company’s Class A common stock (the “Stock Options”):

Name / Title	Stock Options (#)
W. M. “Rusty” Rush Chairman, President, Chief Executive Officer and Director	35,000
Michael J. McRoberts Chief Operating Officer and Director	10,000
Steven L. Keller Chief Financial Officer and Treasurer	10,000
Scott Anderson Senior Vice President – Finance, Insurance and Leasing	12,500
Jody Pollard Senior Vice President – Truck and Aftermarket Sales	10,000

The Stock Options will be granted under the Rush Enterprises, Inc. Amended and Restated 2007 Long-Term Incentive Plan (the “Plan”) on March 15, 2024 (the “Grant Date”). The Stock Options will have an exercise price equal to the closing sale price of the Company’s Class A common stock on the Grant Date and will vest in three equal annual installments beginning on the third anniversary of the Grant Date. Additional terms and conditions applicable to the Stock Options are set forth in the Form of Rush Enterprises, Inc. Amended and Restated 2007 Long-Term Incentive Plan Stock Option Agreement attached as Exhibit 10.5 to the Company’s Form 10-K filed with the Securities and Exchange Commission on February 23, 2024.

Restricted Stock Awards

The Compensation Committee approved the following restricted stock awards (the “RSAs”):

Name / Title	RSAs (#)
W. M. “Rusty” Rush Chairman, President, Chief Executive Officer and Director	70,000
Michael J. McRoberts Chief Operating Officer and Director	45,000
Steven L. Keller Chief Financial Officer and Treasurer	25,000
Scott Anderson Senior Vice President – Finance, Insurance and Leasing	19,250
Jody Pollard Senior Vice President – Truck and Aftermarket Sales	17,400

The RSAs will be granted under the Plan on the Grant Date. The RSAs entitle the grantee to receive shares of the Company’s Class B common stock upon satisfaction of the vesting conditions. The RSAs will vest in three equal installments beginning on the first anniversary of the Grant Date. Additional terms and conditions applicable to the RSAs are set forth in the Form of Rush Enterprises, Inc. Amended and Restated 2007 Long-Term Incentive Plan Restricted Stock Award Agreement attached as Exhibit 10.6 to the Company’s Form 10-K filed with the Securities and Exchange Commission on February 23, 2024.

Item 7.01 Regulation FD Disclosure.

On March 8, 2024, the Company issued a press release announcing the management transitions discussed above.

A copy of the press release is furnished as Exhibit 99.1 hereto. This information shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not incorporated by reference into any filing of the Company whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No. Description

10.1 [Consulting Agreement, effective as of April 1, 2024 by and among Rush Administrative Services, Inc. and Scott Anderson](#)

99.1 [Rush Enterprises, Inc. press release dated March 8, 2024](#)

104 Cover Page Interactive Data File (embedded within the inline XRBL document)

SIGNATURES

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

RUSH ENTERPRISES, INC.

Dated: March 8, 2024

By: /s/ Michael Goldstone

Michael Goldstone

Senior Vice President, General Counsel
and Corporate Secretary

CONSULTANT AGREEMENT

This Consultant Agreement (this “**Agreement**”) is effective as of this 1st day of April, 2024, (the “**Effective Date**”) by and between Rush Administrative Services, Inc. located at 555 IH 35 South, Suite 500, New Braunfels, Texas 78130 (“**Company**”) and Scott T. Anderson located at 507 Adeline Way, The Villages, Florida 33162 (“**Consultant**”). Company and Consultant may each be referred to in this Agreement as a “Party” and collectively as the “Parties.”

1. Services. The Company agrees to retain Consultant, and Consultant agrees to make himself available to perform services, as a consultant to the Company under the terms and conditions provided in this Agreement, commencing on the Effective Date for six (6) months until September 30, 2024 and continuing on a month to month basis thereafter unless terminated earlier by either party as provided herein (the “**Consulting Period**”). Consultant shall provide Company the services as agreed between Company and Consultant to assist the Company in areas of Consultant’s expertise and prior experience with the Company (the “**Services**”).

2. Consulting Compensation. In consideration for the Services provided and Consultant’s continued availability, Consultant will receive the following as sole compensation for the Services:

- a. **Consulting Fees.** During the Consulting Period, the Company will pay Consultant fees of \$20,000.00 per month (the “**Consulting Fees**”).
 - b. **Authority During Consulting Period.** During the Consulting Period, Consultant will have no authority to bind the Company to any contractual obligations, whether written, oral or implied, and Consultant shall not represent or purport to represent the Company in any manner whatsoever to any third party unless authorized to do so in writing by the Company.
 - c. **Independent Contractor Status.** Consultant acknowledges and agrees that during the Consulting Period, Consultant will be an independent contractor of the Company and not an employee, and Consultant will not be entitled to any of the benefits that the Company may make available to its employees, such as group insurance, workers’ compensation insurance coverage, profit sharing or retirement benefits, other than Consultant’s rights to continued group health insurance coverage under COBRA or as otherwise provided by law. Because Consultant will perform the Services as an independent contractor, the Company will not withhold from the Consulting Fees any amount for taxes, social security or other payroll deductions, and the Consulting Fees shall be reported on an Internal Revenue Service Form 1099. Consultant acknowledges and agrees to accept exclusive liability for complying with all applicable local, state and federal laws governing self-employed individuals, including obligations such as payment of taxes, Social Security, disability and other contributions related to the Consulting Fees. In the event that any federal, state or local taxing authority determines that Consultant is an employee rather than an independent contractor, you agree to indemnify the Company for and against any taxes, withholdings, interest and penalties (with the exception of employer’s share of Social Security, if any), arising from the Company’s payment of the Consulting Fees.
 - d. **Expenses.** The Company will reimburse Consultant, pursuant to its regular business practice, for reasonable, documented business expenses (if any) incurred in performing the Services, including airfare, hotel, car rental, and reasonable meals incurred by Consultant in connection with the performance of the Services.
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3. Term and Termination. Consultant's engagement with Company under this Agreement shall commence on April 01, 2024. The Parties agree and acknowledge that this Agreement and Consultant's engagement with Company under this Agreement is for six (6) months and shall remain in effect on a month to month basis until terminated by either party. At the time of termination, Consultant agrees to return all Company property used in performance of the Services, including but not limited to computers, cell phones, keys, reports and other equipment and documents. Consultant shall reimburse Company for any Company property lost or damaged in an amount equal to the market price of such property.

4. Confidentiality.

- a. **Confidential and Proprietary Information.** In the course of performing the Services, Consultant will be exposed to confidential and proprietary information of Company. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Company considers confidential and proprietary. Consultant acknowledges and agrees that the Confidential Information is valuable property of Company, developed over a long period of time at substantial expense and that it is worthy of protection.
- b. **Confidentiality Obligations.** Except as otherwise expressly permitted in this Agreement, Consultant shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Company's prior written consent.
- c. **Rights in Confidential Information.** All Confidential Information disclosed to Consultant by Company (i) is and shall remain the sole and exclusive property of Company, and (ii) is disclosed or permitted to be acquired by Consultant solely in reliance on Consultant's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest in or title to the Confidential Information to Consultant.
- d. **Irreparable Harm.** Consultant acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Company under this Section, Company shall be entitled to recover its attorney's fees and costs from Consultant.

7. Ownership of Work Product. The Parties agree that all work product, information or other materials created and developed by Consultant in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Company. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a "work made for hire" within the definition of Section 101 of the Copyright Act of 1976, as amended, (the "Copyright Act") and that Company is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a "work made for hire" under the Copyright Act, then Consultant hereby assigns to Company all of Consultant's rights, title and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created.

8. Non-Compete. Consultant agrees and covenants that during the term of this Agreement, and for a period of one (1) month following the termination of this Agreement, Consultant will not, directly or indirectly, perform or engage in the same or similar activities as were performed for Company for any business that is directly or indirectly in competition with Company.

9. Non-Solicit. Consultant agrees and covenants that during the term of this Agreement and for a period of one (1) month following the termination of this Agreement, Consultant will not, directly or indirectly, solicit any officer, director or employee, or any customer, Company, supplier or vendor of Company for the purpose of inducing such party to terminate its relationship with Company in favor of Consultant or another business directly or indirectly in competition with Company.

10. Mutual Representations and Warranties. Both Company and Consultant represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

11. Consultant Representation and Warranties. Consultant represents and warrants that he has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that he will perform the Services according to the Company's guidelines and specifications and with the standard of care prevailing in the industry.

12. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Texas, without regarding its conflicts of law provisions.

13. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

15. Assignment. The interests of Consultant are personal to Consultant and cannot be assigned, transferred or sold without the prior written consent of Company.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

17. Amendments. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

18. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

19. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

20. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

21. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Rush Administrative Services, Inc.

/s/ W.M. "Rusty" Rush

By: W.M. "Rusty" Rush

Its: President and Chief Executive Officer

Consultant:

/s/ Scott T. Anderson

Scott T. Anderson

For Immediate Release

Media Contact
Rush Enterprises
Gary Willis
(830) 302-5210



willisg@rushenterprises.com

Rush Enterprises announces retirements of Michael McRoberts, Chief Operating Officer and Scott Anderson, Senior Vice President of Finance, Insurance and Leasing

San Antonio, Texas, March 8, 2024 — Rush Enterprises, Inc. (NASDAQ: RUSHA and RUSHB), which operates the largest network of commercial vehicle dealerships in North America, announced today that Michael McRoberts, Chief Operating Officer and a member of the Board of Directors of the Company, will step down from his role as COO later this year, and Scott Anderson, Senior Vice President of Finance, Insurance and Leasing, will retire effective March 30, 2024.

McRoberts was instrumental in leading the Company's operations through a period of substantial growth and transformation. His extensive background in the commercial vehicle dealership, leasing, and contract-carriage industries markedly impacted the Company's operations and strategic direction. In addition, McRoberts' leadership was pivotal in refining the Company's operations to achieve greater efficiencies, leveraging its data in furtherance of the Company's strategic initiatives, and driving the customer experience.

When McRoberts steps down as Chief Operating Officer, he will continue to serve in a senior advisory role and in his current capacity as a member of the Company's Board of Directors. Further details regarding the timing of McRoberts' retirement, which will occur in the second half of the year, will be provided at a later date.

McRoberts was appointed Chief Operating Officer in July 2016. He joined the Company in 2011 and served as Regional Manager for Rush Truck Centers in California until he was appointed Senior Vice President – Dealer Operations in March 2013. Prior to joining Rush Enterprises, McRoberts served as the Vice President – General Manager and Chief Operating Officer for the Scully Companies, a regional full-service leasing and dedicated contract carriage organization. His background also includes 13 years of experience with other commercial vehicle dealership groups, serving in various executive positions.

"Michael's strong leadership and strategic guidance has been a primary contributor to our ability to achieve the significant growth and consistent financial results we have experienced over the last decade," said W.M. "Rusty" Rush, Chairman of the Board of Directors, Chief Executive Officer and President of Rush Enterprises, Inc. "As a direct result of Michael's leadership, we have become more disciplined and improved our processes over the years, enabling us to offer our customers superior commercial vehicle solutions at even greater value. He has also been a respected mentor to our leaders throughout the Company and a trusted colleague and adviser, and I am grateful for his innumerable contributions to our success," said Rush.

Jason Wilder will assume the role of Chief Operating Officer upon McRoberts' retirement later in the year. Wilder has served as Senior Vice President—Navistar Dealerships since May 2019. From 2011 until 2019, he served as Regional General Manager of the Georgia Region, and as the Regional General Manager of the Company's North Carolina dealerships from 2008 until 2011. Wilder joined the Company in November 2006 as the General Manager of the Atlanta medium-duty dealership. Prior to joining the Company, he was the General Manager of Fouts Brothers Truck Center in Smyrna, Georgia. "Jason has a tremendous depth of knowledge of commercial vehicle dealership operations and has demonstrated strong leadership ability since the first day he joined our Company. He has worked closely with Michael and me over the years, and I expect a very smooth transition," added Rush.

Jorgan Peterson will assume Wilder's current role of Senior Vice President-Navistar Dealerships later this year. Peterson has served as Regional General Manager of the Utah and Idaho region of Navistar dealerships since 2013, where he was responsible for guiding the growth and transformation of the Company's dealerships in the region. He started with the Company in 2010 as District General Manager of the Idaho region and prior to joining the Company had been with Lake City International Truck dealership group in Salt Lake City, Utah and Boise, Idaho since 2003. "Jorgan is very experienced with our Navistar dealership operations and I am excited to have him in this new role," Rush stated.

Anderson oversaw Rush Enterprises' commercial vehicle finance and insurance operations during a period of significant growth in the number of the Company's dealerships. He also led the Company's PacLease and Idealease truck leasing and rental operations, growing the network to more than fifty locations and a fleet of over 10,000 vehicles. Anderson refined the leasing and rental operation to become an important contributor to the Company's overall financial success. He will remain as a consultant to the Company through at least September 30, 2024.

Anderson served as Vice President – Finance and Insurance of the Company from 2005 until his promotion to Senior Vice President – Finance and Insurance, and he assumed responsibility for Rush Truck Leasing in 2007. Prior to joining the Company, Anderson served as Manager of Continental European Operations for CIT Group and Managing Director of European Commercial Finance for Associates Capital Corp.

"Scott is more knowledgeable about the truck finance, insurance and leasing industry than anyone I know and is largely responsible for the success of our leasing and rental business," Rush said. "His retirement is truly bittersweet, as he will be greatly missed. I wish him all the best as he begins this new chapter."

Mark Kuhn will assume the role of Vice President-Leasing. Kuhn became General Manager of Rush Truck Leasing – PacLease Division, in 2021. He joined the Company in 2015 as General Manager of Rush Truck Leasing – Fort Worth, after serving in numerous management roles with PACCAR Leasing Company. "Mark's extensive experience with the commercial truck leasing industry and our Company puts him in a solid position to assume the management of our Rush Truck Leasing operations and to continue to expand its contributions to the Company's overall success," Rush stated.

"While we will certainly miss both Mike and Scott, I am very confident that Jason, Jorgan, and Mark are each well equipped to take on their new leadership responsibilities," added Rush.

About Rush Enterprises, Inc.

Rush Enterprises, Inc. is the premier solutions provider to the commercial vehicle industry. The Company owns and operates Rush Truck Centers, the largest network of commercial vehicle dealerships in North America, with more than 150 locations in 22 states and Ontario, Canada, including 125 franchised dealership locations. These vehicle centers, strategically located in high traffic areas on or near major highways throughout the United States and Ontario, Canada, represent truck and bus manufacturers, including Peterbilt, International, Hino, Isuzu, Ford, Dennis Eagle, IC Bus and Blue Bird. They offer an integrated approach to meeting customer needs - from sales of new and used vehicles to aftermarket parts, service and body shop operations plus financing, insurance, leasing and rental. Rush Enterprises' operations also provide CNG fuel systems (through its investment in Cummins Clean Fuel Technologies, Inc.), telematics products and other vehicle technologies, as well as vehicle up-fitting, chrome accessories and tires. For more information, please visit us at www.rushtruckcenters.com, www.rushenterprises.com and www.rushtruckcentersracing.com, on Twitter @rushtruckcenter and Facebook.com/rushtruckcenters.

Certain statements contained in this release are “forward-looking” statements (as such term is defined in the Private Securities Litigation Reform Act of 1995). Such forward-looking statements only speak as of the date of this release and the Company assumes no obligation to update the information included in this release. Because such statements include risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements include, but are not limited to, future growth rates and margins for certain of our products and services, competitive factors, general U.S. economic conditions, economic conditions in the new and used commercial vehicle markets, customer relations, relationships with vendors, inflation and the interest rate environment, governmental regulation and supervision, product introductions and acceptance, changes in industry practices, supply chain disruptions, one-time events and other factors described herein and in filings made by the Company with the Securities and Exchange Commission, including in our annual report on Form 10-K for the fiscal year ended December 31, 2023. Although we believe that these forward-looking statements are based on reasonable assumptions, there are many factors that could affect our actual business and financial results and could cause actual results to differ materially from those in the forward-looking statements. All future written and oral forward-looking statements by us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to above. Except for our ongoing obligations to disclose material information as required by the federal securities laws, we do not have any obligations or intention to release publicly any revisions to any forward-looking statements to reflect events or circumstances in the future or to reflect the occurrence of unanticipated events.