UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

BROADMOOR LUMBER & PLYWOOD CO., AIR GROUP LLC, ALEXANDER MOVING CO., et al.,

Plaintiffs,

v.

TOYOTA INDUSTRIES CORPORATION, TOYOTA MATERIAL HANDLING, N.A., TOYOTA MATERIAL HANDLING, INC., and TOYOTA MOTOR CORPORATION,

Defendants.

Case No. 3:24-cv-06640-JSC

CLASS ACTION SETTLEMENT AGREEMENT

1. THE PROPOSED SETTLEMENT

This Class Action Agreement is entered into by and between Plaintiffs Broadmoor Lumber & Plywood Co.; Air Group, LLC; Alexander Moving Company; Arn Distributors, Inc.; Catalina Beverage Co.; C.T.D. Distributing, Inc. d/b/a Long Produce, Inc.; D.I.J. Construction, Inc.; Doan's Nursery Number One, Inc.; Empire Lumber & Millwork Co.; Ferraro Fine Foods Corp.; Goodwill Industries of the Redwood Empire; H & S Transfer Co.; JOSCO Products; Krieser Drywall & Insulation; Lanham Hardwood Flooring Co., Inc.; Perry Supply, LLC; Phoenix Paver Manufacturing, LLC; PMC, Inc. d/b/a KC Scaffold; United Farm and Home Cooperative; and US Strong Power Inc. (collectively, "Plaintiffs" or the "Settlement Class Representatives"), on behalf of themselves and the Settlement Class (as defined below), on the one hand, and Defendants Toyota Material Handling N.A., Toyota Material Handling, Inc., and Toyota Industries Corporation (together, "Defendants" or "TICO") (collectively, the "Parties") on the other.

The Settlement Class Representatives and Defendants separately have conducted a thorough investigation of the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in the Action (as defined below); the Settlement Class Representatives and their counsel believe that the claims asserted in the Action have merit; and Defendants deny all claims asserted in the Action.

The Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms set forth in this Agreement to limit further expense, inconvenience, and uncertainty. The Parties intend for this Agreement to supersede all other agreements between the Parties that may exist. Therefore, the Settlement Class Representatives, the Settlement Class, and Defendants, themselves and through their undersigned counsel, agree to settle the Action, subject to Court approval, under the following terms and conditions.

2. DEFINITIONS

As used in this Class Action Agreement, including the attached exhibits, the terms defined herein have the following meanings, unless this Class Action Agreement specifically provides

otherwise:

2.1. "Action" means the proposed class action filed in the U.S. District Court for the Northern District of California, San Francisco Division, captioned *Broadmoor Lumber & Plywood Co., et al., v. Toyota Industries Corp., et al.*, No. 3:24-cv-06640-JSC (N.D. Cal).

2.2. "Claim" or "Claims" means any and all actual or potential claims, counterclaims, cross claims, third-party claims, actions, causes of action, suits, liabilities, monetary relief, damages (whether actual, nominal, punitive, exemplary, statutory, or otherwise), injunctive relief, restitution, disgorgement, costs, fees, attorneys' fees, or penalties of any kind. For the avoidance of doubt, "Claim" includes but is not limited to any cause of action asserted in the Action.

2.3. "Class Action Agreement" or "Agreement" means this settlement agreement and the exhibits attached hereto.

2.4. "Complaint" means the Amended Class Action Complaint filed in the Action on December 23, 2024.

2.5. "Court" means the United States District Court for the Northern District of California.

2.6. "Defendants" means Toyota Material Handling, N.A., Toyota Material Handling, Inc., and Toyota Industries Corporation.

2.7. "Defendants' Counsel" means responsible attorneys at the law firm King & Spalding LLP.

2.8. "Effective Date" means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment, and (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with the Judgment has expired and no appeal has been taken; or (ii) if a timely appeal of the Judgment and all orders entered in connection with that Judgment is taken, the date on which the Judgment and all orders entered in connection with that Judgment are no longer subject to further direct appellate review if the Judgment and all orders entered in connection with that Judgment have not been reversed in any way. If Settlement Class Counsel and Defendants agree in writing, the "Effective Date" can occur on any other earlier agreed date.

2.9. "Escrow Account" means the escrow account managed by the Escrow Agent, which shall be the sole source of funds for compensation of Settlement Class Members under the Class Action Agreement.

2.10. "Escrow Agent" means the agreed-upon entity to hold for distribution the funds identified in this Class Action Agreement pursuant to Section 12. The Parties agree that Citi Private Bank shall serve as Escrow Agent, subject to approval by the Court.

2.11. "Fairness Hearing" means the hearing held by the Court for the purpose of determining whether to approve this Class Action Agreement as fair, reasonable, and adequate.

2.12. "Final Approval Order" means the order that is entered by the Court granting final approval of the Settlement and this Class Action Agreement and directing its consummation pursuant to its terms and conditions, approving the Release, and dismissing the claims asserted in the Action with prejudice. The Parties agree to submit a mutually agreed proposed Final Approval Order for the Court's consideration in connection with the Motion for Final Approval and/or the reply memorandum in support of the Motion for Final Approval.

2.13. "Judgment" means the Judgment to be entered by the Court. The Parties agree to submit a mutually agreed proposed Judgment for the Court's consideration in connection with the Motion for Final Approval and/or the reply memorandum in support of the Motion for Final Approval.

2.14. "Long Form Notice" means the Court-approved form of notice of the terms of the Settlement that shall be made available to Settlement Class Members in the manner contemplated by Section 9 of this Class Action Agreement.

2.15. "Motion for Attorneys' Fees" means the motion for an award of fees and costs filed by Settlement Class Representatives and/or Settlement Class Counsel pursuant to Rule 23(h) of the Federal Rules of Civil Procedure.

2.16. "Motion for Final Approval" means the motion to be filed by Settlement Class Representatives and/or Settlement Class Counsel pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure.

2.17. "Motion for Preliminary Approval" means the motion to be filed by the Settlement Class Representatives and/or Settlement Class Counsel pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, which the Parties anticipate will be filed on or before January 30, 2026.

2.18. "New Parts Warranty" means the warranty made available through this Class Action Agreement, as described in Section 4.3.

2.19. "Notice Date" means the date on which the Notice Program commences, which the Parties anticipate will occur as soon as practicable following the entry of the Preliminary Approval Order.

2.20. "Notice Program" means the program for distributing information about the Class Action Agreement to Settlement Class Members contemplated by Section 9 of this Agreement.

2.21. "Objection Deadline" means the last day a Settlement Class Member may submit, file, or mail any objection to the Class Action Agreement as set forth in Section 15.

2.22. "Opt-Out Deadline" means the last day a Settlement Class Member may opt out of the Class Action Agreement as set forth in Section 15.

2.23. "Parties" means the Settlement Class Representatives and Defendants, collectively, as each of those terms is defined in this Class Action Agreement.

2.24. "Preliminary Approval Order" means the order that is entered by the Court approving notice to the Settlement Class and concluding that the Court will likely be able to approve the Class Action Agreement and certify the proposed Settlement Class as outlined in Section 3.1 of this Class Action Agreement. The Parties agree to submit a mutually agreed proposed Preliminary Approval Order for the Court's consideration in connection with the Motion for Preliminary Approval.

2.25. "Qualified Settlement Fund" or "QSF" has the meaning set forth in Section 13 of this Class Action Agreement.

2.26. "Release" means the release and waiver described in Section 11 of this Class Action Agreement and in the Final Approval Order.

2.27. "Released Claims" means any and all Claims based in any way on conduct that occurred prior to the date of the execution of this Agreement that the Settlement Class

Representatives or any member of the Settlement Class ever had, now have, or may have in the future that: (1) arise out of or in any way relate to the purchase, lease, use, service, repair, or maintenance of any of the Settlement Class Vehicles, and also (2) relate in any way to (a) certification testing, emissions, or related impacts on output, horsepower, and performance; (b) any of the alleged violations of the Clean Air Act, federal regulations, or state laws or regulations cited in the Complaint in this Action; (c) any of the marketing representations identified in the Complaint filed in this Action, including but not limited to the failure to disclose any information about certification testing, emissions, or related impacts on output, horsepower, and performance; (d) any acts or omissions that were raised or could have been raised within the scope of the facts asserted in the Complaint filed in the Action; or (e) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), (c), or (d) of this paragraph.

2.28. "Released Party" or "Released Parties" means Toyota Material Handling, N.A., Toyota Material Handling, Inc., and Toyota Industries Corporation, with their predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents, subsidiaries, and affiliates; any affiliated entity involved in the supply chain of the manufacturing, distribution, and initial sale of the Settlement Class Vehicles, including authorized dealers; and the past, present, and future principals, trustees, partners, officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the foregoing. Notwithstanding the above, Toyota Motor Corporation is not a Released Party.

2.29. "Releasing Parties" means the Settlement Class Representatives and each Settlement Class Member (other than those who have timely and validly excluded themselves from the Settlement Class), on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, and any agents, representatives, trustees, trusts, executors, administrators, heirs, beneficiaries, estates, administrators, advisors, assigns, predecessors and successors of any of the foregoing.

2.30. "Service Plan" means the service plan offered through this Class Action Agreement, as described in Section 4.2.

2.31. "Settlement" means the settlement contemplated by the terms of this Agreement.

2.32. "Settlement Administration Costs" means all fees, costs, and other expenses, without limitation, relating to the Settlement Administrator's implementation and administration of this Agreement.

2.33. "Settlement Administrator" means the third-party agent agreed to by the Parties and appointed by the Court to (1) oversee and administer the Settlement Claims process and (2) implement and consult on the Notice Program as described in Sections 5 and 9 of this Class Action Agreement, respectively.

2.34. "Settlement Cash Benefits" means funds paid to Settlement Class Members who submit timely and valid Settlement Claims, which in the aggregate shall not exceed the Settlement Cash Value less any amounts to be drawn from the Settlement Cash Value under the terms of this Agreement.

2.35. "Settlement Cash Value" means the total cash consideration of $299,500,000, which, as described in Section 4.6, is the total amount of non-reversionary cash Defendants will pay in connection with this Agreement, other than any payments made by Defendants to satisfy their obligations under Sections 4.2 and 4.3 of this Class Action Agreement.

2.36. "Settlement Claim" means a claim to receive Settlement Cash Benefits.

2.37. "Settlement Claim Form" means the electronic and/or paper form(s) that Settlement Class Members must use to submit a Settlement Claim under this Class Action Agreement.

2.38. "Settlement Claims Deadline" means the deadline by which Settlement Class Members must submit a Settlement Claim Form to the Settlement Administrator to receive Settlement Cash Benefits, as proposed in Section 15 of this Class Action Agreement. The Settlement Claims Deadline is 75 days after the Final Approval Order but may be extended by agreement of the Parties.

2.39. "Settlement Claims Period" means the time period during which Settlement Class Members may submit a Settlement Claim under the Class Action Agreement. The Settlement Claims Period begins on or before the Notice Date and concludes on the Settlement Claims Deadline.

2.40. "Settlement Class" means, for purposes of this Class Action Agreement only, a settlement class under 23(b)(3) and 23(e) defined as: "All persons or entities that purchased a Settlement Class Vehicle, or leased a Settlement Class Vehicle, through the date of filing of the Motion for Preliminary Approval." The following entities and individuals are excluded from the Settlement Class:

(a) Defendants' officers, directors, and employees; Defendants' affiliates and affiliates' officers, directors, and employees; Defendants' authorized dealers and distributors and their officers, directors, and employees;

(b) Released Parties;

(c) Judicial officers and their immediate family members and associated court staff assigned to this case; and

(d) All those otherwise in the Settlement Class who or which timely and properly exclude themselves from the Settlement Class as provided in this Class Action Agreement.

2.41. "Settlement Class Counsel" means attorneys of record in the action representing the Settlement Class Representatives from the law firms Lieff Cabraser Heimann & Bernstein, LLP and Baron & Budd P.C.

2.42. "Settlement Class Counsel Attorneys' Fees and Costs" means any attorneys' fees and costs awarded at the discretion of the Court to Settlement Class Counsel, to be paid exclusively from the Settlement Cash Value.

2.43. "Settlement Class Member" means a member of the Settlement Class.

2.44. "Settlement Class Representative" means Broadmoor Lumber & Plywood Co.; Air Group, LLC; Alexander Moving Company; Arn Distributors, Inc.; Catalina Beverage Co.; C.T.D. Distributing, Inc. d/b/a Long Produce, Inc.; D.I.J. Construction, Inc.; Doan's Nursery Number

One, Inc.; Empire Lumber & Millwork Co.; Ferraro Fine Foods Corp.; Goodwill Industries of the Redwood Empire; H & S Transfer Co.; JOSCO Products; Krieser Drywall & Insulation; Lanham Hardwood Flooring Co., Inc.; Perry Supply, LLC; Phoenix Paver Manufacturing, LLC; PMC, Inc. d/b/a KC Scaffold; United Farm and Home Cooperative; and US Strong Power Inc.

2.45. "Settlement Class Engine" means any of the following engines and emissions certification years sold in the United States: 2014-2021 1KD, 2014-2021 1ZS, 2013-2021 1FS, and 2007-2021 4Y.

2.46. "Settlement Class Vehicle" means any vehicle equipped with any of the Settlement Class Engines that were originally sold and/or leased in the United States. Eligibility for Settlement Cash Benefits will be determined by Model-Serial number, but for illustrative purposes, the Parties expect that this definition includes most or all the forklifts sold in the United States included in Exhibit A of this Class Action Agreement. Settlement Class Vehicles exclude vehicles equipped with Settlement Class Engines that Defendants' records reflect were sold to authorized dealers for inclusion in the authorized dealers' rental fleets or that were exported outside of the United States prior to their original sale or lease.

2.47. "Settlement Website" means the website that shall be created for settlement administration purposes by the Settlement Administrator in the manner contemplated by Sections 5.2 and 9.1 of this Class Action Agreement.

2.48. "Unclaimed Funds" means any amounts remaining of the Settlement Cash Value after all Settlement Cash Benefits, Settlement Class Counsel Attorneys' Fees and Costs, service awards, and Settlement Administration Costs have been paid, allocated, or distributed.

2.49. Other capitalized terms used in this Class Action Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Class Action Agreement.

2.50. The term "he or she" and "his or her" include "it" or "its" where applicable.

3. PRELIMINARY APPROVAL ORDER

3.1. On a date to be agreed by the Parties, Plaintiffs shall file a Motion for Preliminary Approval of the Class Action Agreement pursuant to Federal Rule of Civil Procedure 23(e)(1)(b). That Motion shall, among other things, ask the Court to certify the Settlement Class for

Settlement purposes only, to appoint the Settlement Class Representatives as representatives of the certified Settlement Class, to appoint Settlement Class Counsel as counsel for the certified Settlement Class, to appoint the Settlement Administrator, to authorize notice to the Settlement Class, and to enter the proposed Preliminary Approval Order. Certification of the Settlement Class shall be for settlement purposes only, and Defendants do not waive any arguments that they may have that class certification for any other purpose would be improper.

3.2. Defendants may, but are not required to, submit a memorandum in connection with the Motion for Preliminary Approval.

3.3. The Parties agree to take all actions and steps reasonably necessary to obtain a Preliminary Approval Order from the Court and to fully implement and effectuate this Class Action Agreement.

4. SETTLEMENT CLASS MEMBER COMPENSATION AND REMEDIES

4.1. **Settlement Cash Benefits**.

4.1.1. **Allocation per Settlement Class Vehicle**. After deducting Settlement Class Counsel Attorneys' Fees and Costs and Settlement Administration Costs, the remaining Settlement Cash Value will be allocated evenly, on a per-capita basis, among all Settlement Class Vehicles for which the Settlement Administrator has received a valid Settlement Claim.

4.1.2. **Payments to Settlement Class Members**. If more than one Settlement Class Member submits a valid Claim for the same Settlement Class Vehicle, then the original owner who purchased that Settlement Class Vehicle new shall receive 60% of the funds allocated to that Settlement Class Vehicle, and the remaining 40% will be distributed evenly to or among the remaining Settlement Class Member(s) that submit a valid Claim on that Settlement Class Vehicle. Thus, assuming for example that each Settlement Class Vehicle is allocated $1,000, if an original owner, a subsequent owner, and a lessee all submit valid Claims on the same vehicle, the original owner would receive $600, and the lessee and

subsequent owners would each receive $200. The Settlement Administrator, in consultation with Settlement Class Counsel and Defendants' Counsel, may adjust the allocation for Settlement Class Members, if any, that owned or leased their Settlement Class Vehicles for less than six months.

4.2. **Service Plan**. Defendants shall offer a Service Plan to Settlement Class Members in accordance with the terms set forth in Exhibit B.

4.3. **New Parts Warranty**. If, within three years of the date of this Agreement, Defendants offer a government-approved or a government-authorized recall for engines installed in the Class Vehicles, Defendants will provide a warranty for such new engine parts ("New Parts Warranty") to any Class Member whose Class Vehicle receives such engine repair through such recall. The New Parts Warranty will be identical to the new parts warranty provided in the government-approved or government-authorized recall. Defendants shall notify Settlement Class Members and authorized dealers of the New Parts Warranty being offered in connection with a government-approved or government-authorized recall campaign for the engines installed in the Class Vehicles covered by this Agreement.

4.4. **New Parts Warranty & Service Plan Transfer**. The Service Plan and New Parts Warranty described herein shall transfer with the Settlement Class Vehicles for the entire duration of the warranty or service periods.

4.5. **New Parts Warranty & Service Plan Implementation**. Defendants shall (a) educate and inform their authorized dealers about the Service Plan and, if applicable, New Parts Warranty, including by providing them copies thereof, and (b) update their dealer interface systems, internal service and warranty databases, and claims management systems to reflect the service and warranty coverage available under the Service Plan and New Parts Warranty for each of the Settlement Class Vehicles.

4.6. **Allocation of Unclaimed Funds**. The Settlement shall be non-reversionary, meaning that no amount of the Settlement Cash Value will revert to Defendants. If there are any Unclaimed Funds remaining in the Settlement Cash Value, the Parties will attempt a second

distribution of Settlement Cash Benefits to all Settlement Class Members who received Settlement Cash Benefits as part of the initial distribution, if economically feasible to do so in the opinion of the Settlement Administrator. If it is not feasible and/or economically reasonable to attempt a second distribution of Settlement Cash Benefits to Settlement Class Members who already submitted Settlement Claims, then the remaining Settlement Cash Value shall be distributed to *cy pres* recipients recommended by Plaintiffs, subject to the Court's approval.

4.7. **Tax Implications**. Settlement Class Members should consult their personal tax advisor for assistance regarding any tax ramifications of this Class Action Agreement. Neither Settlement Class Counsel nor Defendants and their counsel are providing any opinion or advice as to the tax consequences or liabilities of Settlement Class Members as a result of any payments or benefits under this Class Action Agreement.

4.8. **Deceased, Divorced, Dissolved, or Bankrupt Claim Members**. Nothing in the Class Action Agreement shall prevent Settlement Cash Benefits from being provided, upon appropriate proof, to, or for the benefit of, an otherwise eligible Settlement Class Member, or that Settlement Class Member's estate or legal representative, notwithstanding that Settlement Class Member's death, divorce, dissolution, or bankruptcy (whether discharged or ongoing), in accordance with applicable law.

5. SETTLEMENT CLASS CLAIMS PROCESS AND ADMINISTRATION

5.1. The process for submitting a Settlement Claim is designed to be as simple and convenient to Settlement Class Members as possible, while ensuring that only valid Settlement Claims are paid.

5.2. **Settlement Claims Process**. The Settlement Claims process will involve four steps.

Step 1: Subject to Court approval, the Parties agree that as soon as practicable, the Settlement Administrator will launch a page on the Settlement Website through which Settlement Claims can be submitted electronically. Settlement Class Members will also be able to download a paper Settlement Claim Form from the Settlement Website at that time.

Step 2: Settlement Class Members will be required to submit a Settlement Claim Form as agreed by the Parties. Settlement Class Members may be asked to submit supporting documentation, including but not limited to proof of ownership and/or lease. The Settlement Claim Form must be postmarked or submitted electronically by the Settlement Claims Deadline.

Step 3: Upon receipt of a timely submitted Settlement Claim Form, the Settlement Administrator will review the Settlement Claim to determine whether it meets all qualifications for payment (including any need for supporting documentation). If the Settlement Claim is incomplete or otherwise insufficient, the Settlement Administrator shall contact the Settlement Class Member regarding these deficiencies and provide the Settlement Class Member thirty days to provide the missing information. In the event of a disagreement between the Parties, the Settlement Administrator shall have complete and final authority to determine whether individual Settlement Claims are valid or not under the terms of this Class Action Agreement.

Step 4: The Settlement Administrator shall calculate the payment amount for each timely, valid, and complete Settlement Claim, which shall be paid after the Effective Date.

5.3. **Settlement Administrator**. The Settlement Administrator shall be responsible for overseeing the implementation and administration of the Settlement Claims process, including validation of eligibility and approval of payments to Settlement Class Members. The reasonable and necessary fees and costs incurred by the Settlement Administrator for administration of this Class Action Agreement will be paid exclusively out of the Settlement Cash Value.

5.4. **The Court's Ongoing and Exclusive Jurisdiction**. The Court retains ongoing and exclusive jurisdiction and independent case management authority under Federal Rule of Civil Procedure 23 regarding the general operation of the Settlement Claims process and those appointed to implement and oversee it.

6. DISCOVERY PROVIDED

6.1. The Parties have engaged in extensive discovery and information exchanges regarding Plaintiffs' claims and Defendants' defenses, including both formal discovery pursuant

to the Federal Rules of Civil Procedure and additional confirmatory discovery. The additional confirmatory discovery may continue until the Court grants preliminary approval. The Parties anticipate document productions will be completed by November 19, 2025.

7. REQUESTS FOR EXCLUSION

7.1. **Manner of Opting Out**. The Parties agree that, to opt out validly from the Settlement Class, a Settlement Class Member must personally sign (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures) and send a written request to opt out stating "I wish to exclude myself from the Settlement Class in *Broadmoor Lumber & Plywood Co., et al., v. Toyota Industries Corp., et al.*, No. 3:24-cv-06640-JSC (N.D. Cal.) (or substantially similar clear and unambiguous language) to the Settlement Administrator that is postmarked or e-mailed no later than the Opt-Out Deadline. The Settlement Class Member must either: (i) mail the signed written request to an address provided by the Settlement Administrator, or (ii) e-mail a complete and legible scanned copy or photograph of the signed written request to an e-mail address provided by the Settlement Administrator. For the opt-out to be valid, that written request must include the Settlement Class Member's name, address, telephone number, and Model-Serial Number(s) of the Settlement Class Vehicle(s) forming the basis of the Settlement Class Member's inclusion in the Settlement Class (or comparable documentation evincing membership in the Settlement Class), and the date(s) of the Settlement Class Member's ownership or lease of the Settlement Class Vehicle(s) (*i.e.*, start date and, if applicable, end date of possession). Opt-out requests that are signed by an attorney but not by the Settlement Class Member are invalid, except in the case of an attorney employed by a Settlement Class Member that is not a natural person signing on behalf of that Settlement Class Member. The Settlement Administrator will provide copies of all opt-out requests to Settlement Class Counsel and Defendants' Counsel within seven days of the receipt of each such request. The Settlement Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

7.2. **Consequences of Failure to Opt Out in a Timely and Proper Manner**. All Settlement Class Members who do not timely and properly opt out of the Settlement Class will in

all respects be bound by all terms of this Class Action Agreement and the Final Approval Order upon the Effective Date. The Court shall have authority to determine, in connection with the Motion for Final Approval, which Settlement Class Members have timely and validly opted out of the settlement.

7.3. **Opting Out and Objecting Are Mutually Exclusive Options**. Any Settlement Class Member who elects to opt out pursuant to this Section may not also object to the Settlement. Any Settlement Class Member who elects to object pursuant to Section 8 herein may not also opt out pursuant to this Section.

7.4. **Defendants' Right to Terminate Based on Opt-Out Volume**. Defendants may terminate and rescind this Class Action Agreement, at their own discretion (which shall not be subject to any challenge by Settlement Class Counsel, the Settlement Class Representatives, or any other Settlement Class Member), if more than 300 Settlement Class Members validly opt out of the Settlement. Defendants may exercise this right by, within 30 days after receiving notice that the number of timely and valid opt outs exceeds the agreed-upon threshold, giving notice to Settlement Class Counsel that Defendants are terminating and rescinding this Class Action Agreement and voiding the Settlement *ab initio*.

8. OBJECTIONS TO THE SETTLEMENT

8.1. **Manner of Objecting**. Any Settlement Class Member who has not submitted a written request to opt out, as set forth in Section 7, may present written objections, if any, explaining why he or she believes the Class Action Agreement should not be approved by the Court as fair, reasonable, and adequate. No later than the Objection Deadline, a Settlement Class Member who wishes to object to any aspect of the Class Action Agreement must deliver to Settlement Class Counsel and to Defendants' Counsel, and file with the Court, or as the Court otherwise may direct, a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including all evidence, argument, and legal authority the Settlement Class Member wishes to bring to the Court's attention. That written statement also must contain: the case name, *Broadmoor Lumber & Plywood Co., et al., v. Toyota*

Industries Corp., et al. (or substantially similar clear and unambiguous language); the Settlement Class Member's printed name, address, telephone number, and Model-Serial Number(s) of the Settlement Class Vehicle(s) forming the basis of the Settlement Class Member's inclusion in the Settlement Class (or comparable documentation evincing membership in the Settlement Class); the dates of the Settlement Class Member's ownership or lease of the Settlement Class Vehicle(s); a statement that the Settlement Class Member has reviewed the Settlement Class definition and has not opted out of the Settlement Class; dates within 30 days of the objection when the Settlement Class Member is available to be deposed; and all other supporting papers, materials, or briefs (if any) the Settlement Class Member wishes the Court to consider when reviewing the objection.

8.2. **Objecting Through Counsel**. A Settlement Class Member may object on his or her own behalf or through a lawyer hired at that Settlement Class Member's own expense, provided the Settlement Class Member has not submitted a written request to opt out, as set forth in Section 7. Settlement Class Members objecting through counsel must include in their written statement of objection(s) the items set forth in Section 8.1 and: the number of times the objecting Settlement Class Member has objected to a class action settlement within the five years preceding the date of the objection, the caption of each case in which the objecting Settlement Class Member has made such objection, and a statement of the nature of the objection. Lawyers asserting objections on behalf of Settlement Class Members must: (1) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct; (2) file a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed or file (in camera) a copy of the contract between that lawyer and each such Class Member, and specify the number of times during the prior five-year period that the lawyer or his or her law firm has objected to a class action settlement; (3) disclose any agreement, formal or informal, with other attorneys or law firms regarding the objection; and (4) comply with the procedures described in this Section 8.

8.3. Settlement Class Counsel or Defendants' Counsel may notice the deposition of an objecting Settlement Class Member and/or seek the production of documents and tangible things

relevant to the objections on an expedited basis, including agreements (formal or informal) between the objector's counsel and other attorneys related to the objection. The Parties agree that any such deposition may take place remotely, or at an agreed-upon location at an agreed-upon date and time, but, in no event more than 21 days following service of a deposition notice. Any objections to the scope of a deposition notice or a request to produce documents or other tangible things issued or served in connection with this provision shall be brought before the Court for resolution on an expedited basis.

8.4. **Intent to Appear at the Fairness Hearing**. A Settlement Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by the date set forth in the Preliminary Approval Order, a written notice of his or her intent to appear at the Fairness Hearing, in accordance with the requirements set forth in the Preliminary Approval Order, or by such time and in such manner as the Court may otherwise direct.

8.5. **Consequences of Failure to Object in a Timely and Proper Manner**. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with the provisions of this Section will waive and forfeit any and all rights he, she, or it may have to object to the Class Action Agreement and/or to appear and be heard on said objection at the Fairness Hearing. Failure to object waives a Settlement Class Member's right to appeal the Final Approval Order.

9. NOTICE PROGRAM

9.1. **Settlement Class Notice and Claims Administration**. Subject to Court approval, the Parties agree that as soon as practicable after entry of the Preliminary Approval Order, the Settlement Administrator will provide the Settlement Class with notice of this Settlement and Class Action Agreement in a manner consistent with Due Process and Federal Rule of Civil Procedure 23. All aspects of the proposed Notice Program will be mutually agreed upon by the Parties. The proposed Notice Program will be detailed in the Motion for Preliminary Approval and supporting declarations from the Settlement Administrator. The Parties anticipate that it will include, at a minimum, the following features, all of which will be created, sent, and/or maintained by the Settlement Administrator: (a) a dedicated Settlement Website that will include,

among other things, the Long Form Notice; (b) a toll-free helpline; (c) direct notice sent via mail and/or e-mail, to the extent practicable; and (d) notice provided via targeted campaigns in relevant industry publications, websites, internet search platforms, and other online advertisements.

9.2. **CAFA Notice**. At the earliest practicable time, and no later than ten days after the Parties file the Motion for Preliminary Approval with the Court, the proposed Settlement Administrator shall cause to be sent to each appropriate state and federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

9.3. **Payment of Notice Administration Costs**. All reasonable and necessary costs of the Notice Program and the fees and costs of the Settlement Administrator will be paid exclusively out of the Settlement Cash Value. In connection with the Motion for Final Approval, the Settlement Administrator shall supply Settlement Class Counsel a declaration to be filed with the Court that (i) identifies those persons who have opted out of the Settlement, and (ii) sets forth the details outlining the scope, method, and results of the Notice Program.

9.4. **Non-Substantive Modification of Notice Documents**. Subject to Court approval, the Parties shall be permitted to make agreed, non-substantive revisions to the notice documents described in this Class Action Agreement without further individual approval by the Court.

9.5. **Contact Between Defendants and Settlement Class Members**. The Settlement Class Representatives and Settlement Class Counsel do not object to any Settlement Class Member and Defendant, or any Settlement Class Member's counsel and Defendants' Counsel, communicating about this settlement in a manner consistent with the Parties' obligations under Section 10.3. Defendants' Counsel agree to promptly identify for Settlement Class Counsel the Settlement Class Members with which Defendants' Counsel have discussed the Settlement. Defendants and Defendants' Counsel agree they will not, under any circumstances, encourage any Settlement Class Member to opt out of the settlement.

10. FINAL APPROVAL ORDER

10.1. Plaintiffs shall file a Motion for Final Approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e)(2). That Motion shall, among other things, ask the Court to certify the Settlement Class for Settlement purposes only, to appoint the Settlement Class

Representatives as representatives of the certified Settlement Class, to appoint Settlement Class Counsel as counsel for the certified Settlement Class, and to enter the proposed Final Approval Order and Judgment. Certification of the Settlement Class shall be for settlement purposes only, and Defendants do not waive any arguments that they may have that class certification for any other purpose would be improper.

10.2. Defendants may, but are not required to, submit a memorandum in connection with the Motion for Final Approval or in response to any objection submitted in connection with the Settlement.

10.3. The Parties agree to take all actions and steps reasonably necessary to obtain a Final Approval Order and Judgment from the Court and to fully implement and effectuate this Class Action Agreement.

11. RELEASE AND WAIVER

11.1. The Parties agree to the following release and waiver (as defined above, the Release), which shall take effect upon entry of the Final Approval Order and Final Judgment. The terms of the Release are a material term of the Class Action Agreement and will be reflected in the Final Approval Order.

11.2. **Release by Releasing Parties.** Upon entry of the Final Approval Order and accompanying Judgment, the Releasing Parties release all Released Claims against the Released Parties, as each of those terms are defined in this Class Action Agreement. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against any of the Released Parties.

11.3. **Possible Future Claims**. For the avoidance of doubt, Settlement Class Members expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the Action and/or the Release herein. Nevertheless, it is the intention of the Settlement Class Representatives in executing this Class Action Agreement through Settlement Class Counsel to fully, finally, irrevocably, and forever release, waive, discharge,

relinquish, settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims, except as described below. The Settlement Class Representatives represent and warrant that, as of the execution date of this Class Action Agreement, other than a potential future buyback claim as described in Section 11.6, they are unaware of any additional Claims relating to their Settlement Class Vehicles—regardless of topic—that they have against Defendants.

11.4. **Additional Representations by Settlement Class Counsel**. Settlement Class Counsel represent that they (i) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement, provided that they may present Settlement Class Members with the fact that they have the option to seek to exclude themselves from the Settlement Class, and (ii) shall not offer to represent any Settlement Class Member that submits a request for exclusion in connection with any Released Claim, provided that they may represent any such Settlement Class Members who submit a request for exclusion and ask Settlement Class Counsel to represent them. Settlement Class Counsel represent that they intend to work towards approval of this Class Action Agreement and that, as of the date of the execution of this Class Action Agreement, they do not represent any client besides the Settlement Class Representatives who intends to assert any Claims against Defendants relating to the Action or the Released Claims.

11.5. **Waiver of California Civil Code Section 1542 and Analogous Provisions**. Settlement Class Representatives, on behalf of themselves and the Settlement Class, expressly acknowledge certain principles of law applicable in some states, such as Section 1542 of the Civil Code of the State of California, which provides as follows: "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." Settlement Class Representatives, on behalf of themselves and the Settlement Class, hereby knowingly and voluntarily waive and relinquish the provisions of Section 1542 and all similar federal and state laws, rights, rules, and legal principles. Notwithstanding the provisions of Section 1542, and for the purpose of

implementing a full and complete release and discharge of each and all the Released Parties from the Released Claims, Settlement Class Representatives (on behalf of themselves and the Settlement Class) expressly acknowledge that this Settlement is intended to include in its effect (without limitation) all claims Settlement Class Representatives or any Settlement Class Member knows or suspects to exist in their favor, and all claims Plaintiffs or any member of the Settlement Class does not know or suspect to exist in their favor at the time this Class Action Agreement is executed, which contemplates the extinguishment of any such claims.

11.6. **Exclusion from Release of Claims Relating to Potential Future Buyback Program.** Notwithstanding any of the provisions in this Section 11, the Release does not limit, prejudice, or otherwise affect Settlement Class Members' rights or abilities to participate in or pursue rights or remedies in relation to any future buyback or repurchase of any Settlement Class Vehicle that the Department of Justice, the Environmental Protection Agency, the California Air Resources Board or any other federal or state government entity recommends or orders Defendant(s) to undertake for reasons relating to the Released Claims. For the avoidance of doubt, this provision does not entitle any Settlement Class Member to pursue such rights or remedies for a Settlement Class Vehicle that a federal or state government entity does not independently order or recommend Defendant(s) to buyback or repurchase, or pursue any relief whatsoever against Defendants regarding which Settlement Class Vehicles are included in any federal or state government order.

11.7. **Total Satisfaction of Released Claims**. Any benefits pursuant to the Class Action Agreement are in full, complete, and total satisfaction of all the Released Claims against the Released Parties. Such benefits are sufficient and adequate consideration for each term of this Release, and this Release shall be irrevocably binding upon Settlement Class Representatives and Settlement Class Members who do not opt out of the Settlement Class.

11.8. **Release Not Conditioned on Claim or Payment**. The Release shall be effective with respect to all Releasing Parties, including all Settlement Class Members who do not opt out, regardless of whether those Settlement Class Members ultimately submit a Settlement Claim under this Class Action Agreement.

11.9. **Basis for Entering Release**. Settlement Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Class Action Agreement and that they execute this Class Action Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Class Action Agreement. Settlement Class Representatives acknowledge, agree, and specifically represent and warrant that they have discussed with Settlement Class Counsel the terms of this Class Action Agreement and have received legal advice with respect to the advisability of entering into this Class Action Agreement and the Release, and the legal effect of this Class Action Agreement and the Release.

11.10. **Material Term**. Settlement Class Representatives and Settlement Class Counsel hereby agree and acknowledge that this Section 11 in its entirety was separately bargained for and constitutes a key, material term of the Class Action Agreement that shall be reflected in the Final Approval Order.

11.11. **Additional Releases Relating to Litigation Conduct**. Upon the Effective Date, the Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel release and forever discharge each other from any and all claims relating to the institution or prosecution of the Action.

11.12. **Jurisdiction**. The Court shall retain continuing jurisdiction over all Parties, the Action, and this Class Action Agreement to resolve any dispute that may arise regarding this Class Action Agreement or in relation to this Action, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Class Action Agreement, and no Party shall oppose the reopening and reinstatement of the Action on the Court's active docket for the purposes of effecting this Section.

12. ESCROW ACCOUNT

12.1. Certain notice and settlement administration costs, including to provide CAFA notice, will be accrued prior to the Court's Preliminary Approval Order. Defendants agree to pay those costs as they are accrued and invoiced by the Settlement Administrator. The Settlement

Administrator will provide an invoice to Defendants of the amount due no later than fourteen days prior to the payment date unless that time period occurs during an official holiday for TICO of seven days or more in duration, in which circumstance the payment will be due no later than twenty-one days.

12.2. Defendants will deposit into the Escrow Account the Settlement Cash Value less those initial notice and settlement administration costs identified in Paragraph 12.1 no later than fourteen calendar days after the Court enters a Preliminary Approval Order, unless that time period occurs during an official holiday for TICO of seven days or more in duration, in which circumstance the payment will be due no later than twenty-one days after the Court enters a Preliminary Approval Order. Settlement Class Counsel will provide Defendants' Counsel with the necessary wiring information in advance.

12.3. If the Class Action Agreement is terminated or invalidated for any reason, any funds in the Escrow Account, including all interest accrued, shall be returned to Defendants within seven days of any such triggering event.

13. QUALIFIED SETTLEMENT FUND

13.1. The Parties, through their respective counsel, shall establish a Qualified Settlement Fund ("QSF"), with the QSF to be held by the Escrow Agent. Unless directed otherwise by Settlement Class Counsel and Defendants' Counsel, the Escrow Agent shall invest the payments in a money market mutual fund, money market deposit account, a demand deposit account, and/or a similar account, with a stated preference for investments in conservative financial instruments, including, but not limited to, short-term United States Agency or Treasury Securities. The Escrow Account shall collect and reinvest all interest accrued thereon, if applicable, unless costs and fees and/or interest rates are such that they would effectively preclude investment in interest-bearing instruments as defined herein. All (a) taxes on the income of the Escrow Account, and (b) expenses and costs incurred with taxes paid from the Escrow Account (including, without limitation, expenses of tax attorneys, accountants, and the Tax Administrator) (collectively, "Taxes") shall be timely paid out of the Escrow Account. The Parties agree that the Tax Administrator, Miller Kaplan Arase LLP, with the assistance of the Escrow Agent, shall be

responsible for filing tax returns for the QSF and paying from the Escrow Account any Taxes owed with respect to the QSF. The Parties agree that the Escrow Account shall be treated as a QSF from the earliest date possible and agree to any relation-back election required to treat the Account as a QSF from the earliest date possible.

13.2. Certain of the Notice Program Settlement Administration Costs will be accrued before the Effective Date. The Parties agree that those initial Settlement Administration Costs will be paid as they are accrued and invoiced, first by the Defendants consistent with paragraph 12.1, and then from the funds deposited in the QSF after the deposit occurs. Such funds actually paid to the Settlement Administrator will not be returned to the Defendants if the Class Action Agreement is terminated or invalidated for any reason.

14. ATTORNEYS' FEES AND COSTS

14.1. Defendants and Settlement Class Counsel represent that they have not discussed the amount of fees and costs to be paid prior to agreement on the terms of this Class Action Agreement.

14.2. On or before the date that Settlement Class Counsel files the Motion for Final Approval, Settlement Class Counsel shall file a Motion for Attorneys' Fees for work performed in connection with the Action pursuant to Rules 23(h) and 54(d)(2). Defendants reserve the right to oppose Settlement Class Counsel's motion. Any fees and costs ordered or approved by the Court will be paid from the total Settlement Cash Value and shall be wired from the Escrow Account to an account specified by Settlement Class Counsel within two business days of such order or approval. If the Class Action Agreement is terminated or invalidated for any reason, or if the fee award is reversed on appeal, any attorneys' fees paid to Settlement Class Counsel will be returned to Defendants within seven days of such termination or entry of an order on appeal reversing final approval or the fee award.

15. PROPOSED SCHEDULE FOR APPROVAL OF SETTLEMENT

15.1. A comprehensive potential schedule for the approval of this Settlement is set forth below, subject to Court approval. The Parties will use their best efforts to advance the Settlement

along the lines outlined in the proposed schedule set forth below, recognizing it is subject to change, as required by Court order and/or by agreement of the Parties.

Event	Date
Motion for Preliminary Approval	No later than January 30, 2026
Entry of Preliminary Approval Order	Court's Discretion
Notice Program begins	No later than 5 days after entry of Preliminary Approval Order
Substantial Completion of Direct Notice Component of Notice Program	60 days after entry of Preliminary Approval Order
Motion(s) for Final Approval and Attorneys' Fees and Costs	60 days after entry of Preliminary Approval Order
Objection and Opt-Out Deadline	95 days after entry of Preliminary Approval Order
Reply Memoranda in Support of Final Approval and Fee/Expense Motion(s)	105 days after entry of Preliminary Approval Order
Fairness hearing	119 days after entry of Preliminary Approval Order
Settlement Claims Deadline	75 days after entry of Final Approval Order

16. AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT

16.1. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Class Action Agreement. The persons signing this Class Action Agreement on behalf of each Party warrant that he or she is authorized to sign this Class Action Agreement on behalf of that Party.

16.2. The Parties and their respective counsel will cooperate with each other, act in good faith, and use their best efforts to effectuate the implementation of the Class Action Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Class Action Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Class Action Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

16.3. The Parties further agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of the Class Action Agreement and to minimize the costs and expenses incurred therein.

17. MODIFICATION OR TERMINATION OF THE CLASS ACTION AGREEMENT

17.1. The terms and provisions of this Class Action Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Class Action Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and do not limit the rights of Settlement Class Members under this Class Action Agreement.

17.2. If the Court for any reason enters a Preliminary Approval Order or Final Approval Order that modifies or excludes any material part of the Class Action Agreement, including the Releases contained therein, or if any of the Orders entered by the Court (with the exception of any provision of those Orders relating to the Settlement Class Counsel Attorneys' Fees and Costs) is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section 11 or to impose greater financial or other burdens on Defendants than those contemplated in this Agreement, then either Party shall have the option of terminating this Agreement. Defendants shall also have the right to terminate this Agreement if the number of timely and valid opt-outs exceeds the threshold set forth in Section 7.4. If either Party exercises their right to terminate, this Agreement shall become null and void *ab initio* without prejudice to the *status quo ante* rights, positions, and privileges of the Parties, except as otherwise expressly provided herein. In the event of a termination, this Agreement shall have no force or effect and the Parties will return to the *status quo ante* in the Action as it existed prior to the execution of the Memorandum of Settlement. The Parties will also be prohibited from using this Settlement and any settlement or mediation

communications as evidence in the Action. The Parties further agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Action.

17.3. All reasonable and necessary costs incurred by the Settlement Administrator in connection with the implementation of this Class Action Agreement up until its termination shall be paid out of the Settlement Cash Value. Defendants shall not have any additional responsibility for any payments to the Settlement Administrator. Neither the Settlement Class Representatives nor Settlement Class Counsel shall be responsible for any such Settlement-related costs.

17.4. If an option to withdraw from and terminate this Class Action Agreement arises under Sections 7.4 or 17.2 above, neither Defendants nor Settlement Class Representatives are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

18. REPRESENTATIONS AND WARRANTIES

18.1. Settlement Class Counsel represents that: (1) they are authorized by the Settlement Class Representatives to enter into this Class Action Agreement with respect to the claims asserted in the Action and any other claims covered by the Release; and (2) they are seeking to protect the interests of the Settlement Class.

18.2. The Settlement Class Representatives represent that they: (1) have agreed to serve as representatives of the Settlement Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Settlement Class; (3) have read the pleadings in the Action, including the Complaint, or have had the contents of such pleadings described to them; (4) have consulted with Settlement Class Counsel about the obligations imposed on representatives of the Settlement Class; (5) understand that they are entitled only to the rights and remedies of Settlement Class Members under this Class Action Agreement and not to any additional compensation by virtue of their status as Settlement Class Representative except that Settlement Class Counsel may seek reasonable and appropriate service awards for Settlement Class Representatives, to be paid in addition to the Settlement Class Benefits, subject to Court approval; and (6) shall remain and serve as representatives of the Settlement Class until the terms of this Class Action Agreement are effectuated, this Class Action

Agreement is terminated in accordance with its terms, or the Court at any time determines that said Settlement Class Representatives cannot represent the Settlement Class. Defendants shall retain the right to object to the payment of any service awards, including the amount thereof, which if ordered, is to be paid out of the Settlement Cash Value.

18.3. Defendants represent and warrant that the individual(s) executing this Class Action Agreement are authorized to enter into this Class Action Agreement on behalf of Defendants.

18.4. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Settlement Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Class Action Agreement. In addition, the Parties acknowledge and agree that no tax ruling from any governmental tax authority in relation to a Settlement Class Member's tax consequences will be requested by Defendants. The Parties further acknowledge and agree that nothing in this Agreement should be relied upon by any Settlement Class Member as the provision of tax advice. Each Settlement Class Member's tax consequences or liabilities, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that each Settlement Class Member's federal, state, or foreign tax consequences or liabilities may vary depending on the particular circumstances of each individual Settlement Class Member. Settlement Class Members shall hold Defendants and their counsel harmless from any federal, state, or foreign tax assessments, interest, and/or penalties that result for any amounts paid or benefits provided under this Agreement, and Defendants shall not be liable for the payment of any additional amounts now or in the future for any amount related to a Settlement Class Member's tax consequences.

19. GENERAL MATTERS AND RESERVATIONS

19.1. This Class Action Agreement will be binding upon, and inure to the benefit of, the successors, transferees, and assigns of Defendants, the Settlement Class Representatives, and Settlement Class Members.

19.2. The Parties agree and acknowledge that: (1) no government or governmental entity is a party to the Action or to this Class Action Agreement, but such entities are not excluded from

the Settlement Class; (2) each Party is entering into this Class Action Agreement of its own volition, and no Party is entering into this Class Action Agreement at the direction of a government or governmental entity, or otherwise compelled by a government or governmental entity to do so; and (3) the payments made to Settlement Class Members under this Class Action Agreement are for the purpose of settling claims for restitution, compensation and/or remediation for harm or damage alleged in the Complaint.

19.3. Defendants' obligations under Section 4 in this Class Action Agreement are and shall be contingent upon each of the following:

19.3.1. Entry by the Court of the Final Approval Order approving the Class Action Agreement;

19.3.2. The occurrence of the Effective Date; and

19.3.3. The satisfaction of any other conditions set forth in this Class Action Agreement.

19.4. The Parties and their counsel agree to keep the contents of this Class Action Agreement confidential until the date on which the Class Action Agreement is filed. However, this Section shall not prevent Defendants, at their sole discretion and without approval of form or content from Plaintiffs or Settlement Class Counsel, from disclosing such information, prior to such date, to state and federal agencies, other relevant government authorities, stock exchanges, independent accountants, actuaries, advisors, financial analysts, insurers, lawyers, or business affiliates, or from making a public statement referring to the Settlement in order to comply with legal or regulatory obligations as described in Section 19.29. The Parties and their counsel may also disclose the contents of this Class Action Agreement to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Class Action Agreement.

19.5. Settlement Class Representatives and Settlement Class Counsel agree that confidential information was made available to them solely through the settlement process provided pursuant to a mediation confidentiality agreement and the protections of Federal Rule of Evidence 408 and any equivalent rule in other states or territories, and was made available on the

condition that it not be disclosed to third parties (other than experts or consultants retained by Settlement Class Representatives in connection with the Action) or used for any purpose other than settlement of this Action.

19.6. The Parties agree that confidential information was exchanged in this Action pursuant to the Federal Rules of Civil Procedure and the terms of the Stipulated Protective Order (Dkt. 43) and/or as confidential mediation information. For the avoidance of doubt, and in the interest of working in good faith towards resolution of the Action through this Class Action Agreement, the Parties agree that such information shall not be disclosed without a court order or the producing party's prior specific written consent to any third parties not specifically enumerated in the Stipulated Protective Order, including but not limited to any third parties (or their counsel) who have filed or are considering filing claims against Defendants in other jurisdictions.

19.7. Defendants, Defendants' Counsel, Settlement Class Representatives, and Settlement Class Counsel agree to destroy all confidential materials received or produced in connection with the Action and this Class Action Agreement no later than seven days following the Effective Date.

19.8. Information provided by Defendants and/or Defendants' counsel to Settlement Class Representatives, Settlement Class Counsel, any individual Settlement Class Member, counsel for any individual Settlement Class Member, and/or administrators, pursuant to the negotiation and implementation of this Class Action Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon any Defendants' request, be promptly returned to the requesting Defendants' counsel, as appropriate, and there shall be no implied or express waiver of any privileges, rights, and defenses.

19.9. This Class Action Agreement, complete with its exhibits and all documents filed with the Court, sets forth the entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by

Settlement Class Counsel and Defendants' Counsel. The Parties expressly acknowledge that no other agreements, arrangements, or understandings regarding the Settlement Class Vehicles or the engines contained in them not expressed in this Class Action Agreement or the documents filed with the Court exist among or between them, and that in deciding to enter into this Class Action Agreement, they have relied solely upon their own judgment and knowledge. This Class Action Agreement and the accompanying documents filed with the Court supersede any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Class Action Agreement, including the Parties' Memorandum of Settlement.

19.10. This Class Action Agreement and any amendments thereto, and any dispute arising out of or related to this Class Action Agreement, shall be governed by, and interpreted according to the Federal Rules of Civil Procedure, federal law, and applicable jurisprudence relating thereto.

19.11. Any disagreement between the Settlement Class Representatives and Defendants and/or action to enforce this Class Action Agreement on behalf of the Settlement Class Representatives or Defendants shall be commenced and maintained only in the United States District Court for the Northern District of California, San Francisco Division.

19.12. Whenever this Class Action Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays) express delivery service as follows:

If to Defendants, then to:

Keri Borders
Alexander Calfo
KING & SPALDING LLP
633 West Fifth Street
Suite 1600
Los Angeles, California 90071
E-mail: kborders@kslaw.com
E-mail: acalfo@kslaw.com

If to the Settlement Class, then to:

David Stellings
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
250 Hudson Street, Fl. 8

New York, NY 10013
E-mail: dstellings@lchb.com

Roland Tellis
BARON & BUDD, P.C.
15910 Ventura Boulevard, Suite 1600
Encino, CA 91436
E-mail: rtellis@baronbudd.com

19.13. All time periods in this Class Action Agreement shall be computed in calendar days unless otherwise expressly provided. In computing any period of time in this Class Action Agreement or by order of the Court, the day of the act or event shall not be included. The last day of the period shall be included, unless it is a Saturday, a Sunday, or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which the court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Class Action Agreement, "Federal Holiday" includes holidays designated in Federal Rule of Civil Procedure 6(a) or by the Clerk of the United States District Court for the Northern District of California.

19.14. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Class Action Agreement.

19.15. The Settlement Class, Settlement Class Representatives, Settlement Class Counsel, Defendants, and/or Defendants' Counsel shall not be deemed to be the drafter of this Class Action Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Class Action Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Class Action Agreement was made or executed.

19.16. The various headings used in this Class Action Agreement are solely for the convenience of the Parties and shall not be used to interpret this Class Action Agreement.

19.17. The Parties expressly acknowledge and agree that this Class Action Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, related notes, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state or territory.

19.18. The Settlement Class Representatives expressly affirm that the allegations contained in the Complaint were made in good faith but consider it desirable for the Action to be settled and dismissed as to the Settlement Class Vehicle(s) only because of the substantial benefits that the Settlement will provide to Settlement Class Members.

19.19. The Parties agree that the Class Action Agreement was reached voluntarily after consultation with competent legal counsel and arm's-length settlement negotiations before the Honorable Layn Phillips (ret.).

19.20. Neither this Class Action Agreement nor any act performed or document executed pursuant to or in furtherance of this Class Action Agreement is or may be deemed to be or may be used or construed as an admission of, or evidence of, (i) the validity of any of the Released Claims, or of any wrongdoing or liability of any Released Parties or (ii) any fault or omission of any Released Parties in any civil, criminal, regulatory, or administrative proceeding in any court, administrative agency or other tribunal. This Class Action Agreement shall not be deemed an admission by any Party as to the merits of any claim or defense.

19.21. Any of the Released Parties may file this Class Action Agreement and/or the Final Approval Order in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19.22. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Class Action Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Class Action Agreement.

19.23. The waiver by one Party of any breach of this Class Action Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Class Action Agreement.

19.24. If one Party to this Class Action Agreement considers another Party to be in breach of its obligations under this Class Action Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Class Action Agreement.

19.25. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Class Action Agreement and to use their best efforts to implement this Class Action Agreement.

19.26. This Class Action Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original.

19.27. This Agreement shall be effective upon its execution by the Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel, except for those provisions that require Court approval to be effective, and those provisions shall become effective upon their approval by the Court.

19.28. If any one or more of the provisions contained in this Class Action Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Defendants' Counsel on behalf of Defendants, and Settlement Class Counsel, on behalf of Settlement Class Representatives and Settlement Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Class Action Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

19.29. The Parties will cooperate with respect to any public statements regarding this Settlement. The contents of press releases or public statements regarding the Action or this Settlement must be approved by all Parties; provided, however, that such approval will not be unreasonably withheld. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other (or their counsel in this action) based on the

subject matter or the conduct of the Action. Nothing within this Settlement prohibits Defendants from making any public statements necessary to comply with legal or regulatory obligations (including, without limitation to, disclosures that might be required under applicable stock exchange rules and securities laws) without seeking advance approval on the form or substance of any statement from the Settlement Class Representatives or Settlement Class Counsel. Nothing in this paragraph, or elsewhere in this Class Action Agreement, shall prevent Settlement Class Counsel from: discharging their duties to Settlement Class Members; discussing the Class Action Agreement with the Settlement Class Representative, Settlement Class Members, or the Court; disclosing public information about the case on a resume, curriculum vitae, firm website, in other promotional materials, or in future legal filings; or responding to government inquiries.

Agreed to by:

For Defendants:

By: _____ Date: October 31, 2025
Koichi Ito
On behalf of Toyota Industries Corporation

By: _____ Date: October 31, 2025
Jaksa Pejnovic
On behalf of Toyota Material Handling, Inc.

By: _____ Date: October 31, 2025
Brett Wood
On behalf of Toyota Material Handling, N.A.

By: _____ Date: October 31, 2025
Keri Borders
Alexander Calfo
King & Spalding LLP
Counsel for Toyota Industries Corporation, Toyota Material Handling, Inc., and Toyota Material Handling, N.A.

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subject matter or the conduct of the Action. Nothing within this Settlement prohibits Defendants from making any public statements necessary to comply with legal or regulatory obligations (including, without limitation to, disclosures that might be required under applicable stock exchange rules and securities laws) without seeking advance approval on the form or substance of any statement from the Settlement Class Representatives or Settlement Class Counsel. Nothing in this paragraph, or elsewhere in this Class Action Agreement, shall prevent Settlement Class Counsel from: discharging their duties to Settlement Class Members; discussing the Class Action Agreement with the Settlement Class Representative, Settlement Class Members, or the Court; disclosing public information about the case on a resume, curriculum vitae, firm website, in other promotional materials, or in future legal filings; or responding to government inquiries.

Agreed to by:

For Defendants:

By: _____ Date: October 31, 2025
Koichi Ito
On behalf of Toyota Industries Corporation

Signed by:
Jaksa Pejnovic
792EA47EBA10495...

By: _____ Date: October 31, 2025
Jaksa Pejnovic
On behalf of Toyota Material Handling, Inc.

DocuSigned by:
Brett Wood
F5345C3D07224EC...

By: _____ Date: October 31, 2025
Brett Wood
On behalf of Toyota Material Handling, N.A.

By: _____ Date: October 31, 2025
Keri Borders
Alexander Calfo
King & Spalding LLP
Counsel for Toyota Industries Corporation, Toyota Material Handling, Inc., and Toyota Material Handling, N.A.

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For Defendants:

By: _____ Date: October 31, 2025
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On behalf of Toyota Industries Corporation

By: _____ Date: October 31, 2025
Jaksa Pejnovic
On behalf of Toyota Material Handling, Inc.

By: _____ Date: October 31, 2025
Brett Wood
On behalf of Toyota Material Handling, N.A.

By: _____ Date: October 31, 2025
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For Plaintiffs and the Settlement Class:

By: _____ Date: October 31, 2025

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By: _____ Date: October 31, 2025

Roland Tellis
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Exhibit A – Settlement Class Vehicle List

Pursuant to Section 2.46 of the Class Action Agreement, Settlement Class Vehicles are defined as any off-road vehicle (forklift) originally sold or leased in the United States with a TICO engine Model 4Y (Model Years 2007-2021), 1FS (Model Years 2013-2021), 1KD (Model Years 2014-2021), and 1ZS (Model Years 2014-2021). Eligibility for Settlement Cash Benefits will be determined by Model-Serial Number, but for illustrative purposes, the Settlement Class Vehicles include the Core IC Diesel Pneumatic (1ZS); the Mid and Large IC Diesel Pneumatics (1KD); the Core IC Cushion and Core IC Pneumatic (4Y); and the Large IC Cushion; Box Car Special; Paper Roll Special; Mid IC Pneumatic; Large IC Pneumatic (1FS) forklifts with the following model numbers:

- 8FGU15, 8FGU20 8FGU25, 8FGU30, 8FGU32
- 8FGCU15, 8FGCU25, 8FGCU30
- 8FGCSU20
- 8FGC35U, 8FGC45U, 8FGC55U, 8FGC60U, 8FGC70U
- 8FG35U, 8FG40U, 8FG45U, 8FG50U, 8FG60U, 8FG70U, 8FG80U
- 8FD35U, 8FD40U, 8FD45U, 8FD50U, 8FD60U, 8FD70U, 8FD80U
- 8FDU15, 8FDU18, 8FDU20, 8FDU25, 8FDU30, 8FDU32

Exhibit B – Service Plan

A. Service Plan Program

The Service Plan Program shall cover the labor and travel costs for one Service Plan visit for each Settlement Class Vehicle located in the United States. The Service Plan was created based on the recommended periodic and annual preventative maintenance outlined in the service manuals for Class Vehicles. The Service Plan will cover all of the major systems of the Class Vehicles including the Vehicle Exterior, Engine (Main Body, PCV System, Governor, Lubrication System, Fuel System, Cooling System, LPG Fuel System, Catalytic Convertor System, Travel and Load Handling Control), Power Transmission System, Drive System, Steering System, Braking System, Material Handling System, Hydraulic System, Electrical System, and Safety Devices. During the Service Plan visit, a certified technician from an authorized dealer will perform the recommended inspection of these systems and, where appropriate, include services such as lubricating, cleaning, measuring, and re-tightening. In addition, the Service Plan visit will include either an oil change or a transmission fluid change, at the discretion of the Settlement Class Member. An example of the services anticipated during the Service Plan visit is included in the attached Service Plan Worksheet.

Settlement Class Members will have a period of three years from the Effective Date to request a Service Plan visit from their designated authorized dealers. The method for requesting the Service Plan visit will be set forth on the Settlement Website. The specific timing of the Service Plan visit requested by Settlement Class Members will be determined by, and subject to the availability of, the authorized dealership from which the Settlement Class Member requests service. The Service Plan visit shall be free of charge to Settlement Class Members, meaning that Defendants shall not impose on Settlement Class Members any fees or charges (and must pay any fees or charges imposed by any authorized dealer in accordance with the applicable agreements with such authorized dealers) related to the Service Plan visit.

Except as otherwise indicated on the Service Plan Worksheet, the Service Plan Program does not include, and specifically excludes, the cost of all parts and labor needed to repair or replace any components on a Settlement Class Vehicle, including any potential repairs or

replacements identified during the Service Plan visit.

B. Transferability

The Service Plan Program remains with the Settlement Class Vehicles for the entire duration of the Service Plan Program and is fully transferrable to any subsequent owners.

C. Existing Service Plan and Warranty Coverage

The Service Plan Program does not revoke or alter any existing service plans or warranties that may apply to Settlement Class Vehicles. All existing service plans and warranty coverage for the Settlement Class Vehicles remain in effect.

SERVICE PLAN WORKSHEET

For illustrative purposes, below is a representative sample of the work anticipated during a Service Plan visit. There may be exclusions, variations, or modifications in the actual service provided during a Service Plan visit depending on the model and/or model year of the Class Vehicle.

	Operational Step	Key Point
1.	Inspect Data Plate	Model and Serial (chassis) number should match work order. Inspect for damage and legibility.
2.	Inspect Attachment Data Plate	If applicable. Verify attachment is identified on data plate.
3.	Check Operation of Display and Warning Lights	As listed in Operational Step column.
4.	Check Engine	Record any error codes that may be displayed. Listen for abnormal sounds and feel for any abnormal vibrations and engine idle running conditions.
5.	Check and Record Hour Meter	Record all hour meter readings of the Key, Drive, Lift, and Drive/Lift combo on the work order.
6.	Review Past Error History	Review past error history to identify any recent reoccurring error codes.
7.	Check Lights and Accessories	Check operation of all safety lights, head lights, strobe light, blue lights, and work lights. Check operation of additional accessories such as operator fan or other accessories as applicable.
8.	Check MyInsights	Verify mounting of antenna and other optional related equipment.
9.	Check Hydraulic Levers/Mini Levers	Check for excessive play or binding. All levers should operate freely and return to the neutral position.
10.	Check Horn	Check steering and rear grab assist handle horn buttons.
11.	Check Direction and Head Light Switches	Switches should operate freely and, if equipped, back-up alarm should sound in reverse direction and motion alarm should sound in both directions. Headlights and turn signal lights should be in working order if equipped.

	Operational Step	Key Point
12.	Inspect Pedal Pads	Inspect service brake, inching, and parking brake pedal pads for wear or missing pads. Check condition of accelerator pedal.
13.	Inspect Brake Pipe	Inspect for leaks, damage, and mounting condition.
14.	Inspect Master Cylinder and Wheel Cylinder	Inspect for function, wear, damage, leak, and mounting looseness. Retighten if necessary.
15.	Inspect Brake Drum and Brake Shoe	Inspect clearance between drum and lining, check wear of shoe sliding portion and lining drum wear for damage. Check shoe operating condition and inspect anchor pin for rusting.
16.	Check Brake Fluid	Check brake fluid level and for signs of contamination. Check for signs of leaks. Review lift truck history for last fluid replacement.
17.	Inspect Backing Plate	Inspect for deformation, cracks, and damaged or loose mounting. Retighten if necessary.
18.	Inspect Brakes	Inspect brake valve function and check for damage or looseness in installed parts. Retighten if necessary. Inspect brake disc clearance adjustment.
19.	Inspect PCV System	Inspect for clogging and damage in PCV valve and piping.
20.	Inspect LPG Fuel System	Inspect for pipe and joint gas leak, pipe and joint damage. Perform regulator tar removal if necessary. Inspect LPG container installation for looseness and damage. Retighten if necessary.
21.	Inspect Fuel System	Inspect for fuel leak. Inspect fuel filter and check for dirt and clogging. Inspect injection timing and injection nozzle, injection pressure, and spray. Drain sedimeter.
22.	Inspect Hood Warning Decals	Inspect lift truck to ensure all warning decals are present and legible on the hood. Verify all decals are in the designated location.
23.	Inspect Dash Warning Decals	Inspect lift truck to ensure all warning decals are present and legible on the dash. Verify all decals are in the designated location.

	Operational Step	Key Point
24.	Inspect Overhead Guard Warning Decals	Inspect lift truck to ensure all warning decals are present and legible on the overhead guard and in the designated location.
25.	Inspect Mirrors	If equipped, inspect both LH and RH rear view mirrors for damage and adjustment. Clean if necessary.
26.	Check Seat Belt	Check for fraying, damage, latch function, and safety lock. Check seat belt switch operation if equipped.
27.	Check Seat	Check seat adjustment forward and backward and lock operation. Inspect seat for wear, damage, and loose/missing hardware. Tighten hardware as necessary.
28.	Inspect Operator's and Owner's Manual	Inspect seat back holder. Operator's and Owner's Manual must be present.
29.	Check Forward Tilt	Verify mast stops at 90°. Inspect tilt for racking, abnormal noises, binding, and damage.
30.	Check Back Tilt	Inspect tilt for racking, abnormal noises, and damage.
31.	Check Lift	While lifting, inspect for proper staging, hoses, chains, pulleys, and roller operation and for abnormal noises. Inspect rails for gouging and mast racking at full extension.
32.	Check Active Mast Control Forward Tilt Limit	With lift cylinders dead headed/mast fully raised, tilt forward without depressing tilt auto level button. Forward tilt should be limited to 1 degree past vertical.
33.	Check Load Pressure Sensor	Lower the mast approximately 6" from the top and tilt forward. The mast should tilt fully forward with no load.
34.	Check Lower	Inspect mast for proper staging. Check condition of hoses, chains, and pulleys. Check mast and carriage rollers for proper operation and abnormal noises.
35.	Check 3rd/4th Lever Function	Check side shift or other attachment functions. Fully operate attachment inspecting for operation, leaks, loose/missing hardware, and hose routing. Tighten hardware as necessary.

	Operational Step	Key Point
36.	Check Steering Function	Check for steering operation, binding, and listen for any abnormal noises.
37.	Inspect Power Steering Function and Power Steering Valve	Inspect for oil leak, mounting, and linkage looseness. Retighten if necessary. Check for damage to power steering hose.
38.	Check Parking Brake Function	Attempt driving against the parking brake. The lift truck should not move easily.
39.	Inspect Knuckle	Inspect for cracks, deformation, and kink pin looseness. Retighten if necessary.
40.	Check Reverse Travel	Release the parking brake and travel in reverse. Listen for abnormal sounds. If equipped, check the back-up alarm for proper operation. Inspect the location where the lift truck was parked previously for signs of leaks. Inspect inching and brake pedal operation.
41.	Check Forward Travel	Travel in forward. Listen for abnormal sounds and feel for vibrations. Observe travel performance. Inspect inching and brake pedal operation.
42.	Check 2 Speed Lockout	Check button switch and verify 2nd speed is locked out.
43.	Check Braking Performance	Check the lift trucks stopping distance and brake pedal feel. Refer to proper repair manual and capacity range for brake pedal measurements and stopping distance.
44.	Check Operator Presence Sensing System	Check that travel and lift are disabled 2 seconds after coming up out of the seat. Do not disconnect the seat belt.
45.	Check Engine RPM	With park brake applied and direction lever in neutral. Check engine no load maximum RPM and engine operating condition.
46.	Check Steering Function While Driving	Check steering of the lift truck while driving for binding, noises, and feel. Be sure to go through full rotation of the steering wheel.
47.	Check Forward Tilt Angle	With mast tilted back fully verify by pressing tilt level switch and tilt forward until tilt stops at 90°. Measure degree of tilt and verify it is at 90°. Rematch as needed.

	Operational Step	Key Point
48.	Check Back Tilt	Verify back tilt degrees match the data plate. Check mast trunnion caps are in place and tight. Tighten mast caps if loose.
49.	Inspect Tow Pin	Inspect for damage and straightness.
50.	Check Counterweight Bolt	Check for tightness by ensuring the washer does not spin. If the washer spins, torque counterweight bolt.
51.	Check Fan Pulley and Fan Belt	Check fan pulley bearing for noise and play. Check fan drive belt for wear and tension. Adjust tension as appropriate.
52.	Inspect Fan	Inspect fan for wear, damage, and broken blades.
53.	Inspect Radiator and Exhaust	Inspect through the counterweight openings for wear, damage, leaks, debris, and loose/missing hardware.
54.	Check Hood Shock	Ensure the hood shock is locking and holding the hood in the raised position.
55.	Check LP Tank Bracket	Inspect LP tank bracket for damage and proper operation.
56.	Inspect Seat, Seat Switch Wiring, and Warning Decal	Inspect warning decal on underside of hood is legible and check seat switch wiring for damage. Check seat mounting for loose/missing hardware. Tighten hardware as necessary.
57.	Blow Out Lift Truck With Compressed Air	Blow out entire lift truck, focusing on radiator first and then on the engine compartment area, electrical components, mast, air vents, and breathers.
58.	Inspect LF Tire and Wheel	Inspect for gouging, chunking, bond failure, flat spots, sufficient tread, and debris stuck behind the wheel and in tire.
59.	Inspect LF Wheel Lug Nuts	Torque LF lug nuts.
60.	Inspect LF Tire Air Pressure	Measure and adjust tire air pressure when applicable.
61.	Inspect LH Tilt Cylinder	Inspect condition of LH tilt cylinder barrel, chrome rod, and cylinder pins for damage, leaks, and loose/missing hardware. Tighten hardware as necessary.

	Operational Step	Key Point
		Measure length of tilt cylinder rod to check for mast tilt drift.
62.	Inspect Left Side of Mast	Inspect left side of mast hoses, fittings, retaining brackets, secondary lift cylinder, vent tube, chain anchor, and pulleys for damage, leaks, and loose/missing hardware. Tighten hardware as necessary.
63.	Inspect Left Planetary (if applicable)	Place " - " mark of carrier in Horizontal position and service oil level to within .5mm of oil supply hole.
64.	Inspect LH Overhead Guard	Inspect for damage, cracked welds, unauthorized modifications, and loose/missing hardware. Tighten hardware as necessary. Inspect overhead guard is secure and firmly in place.
65.	Inspect LH Lights, Accessories, and Grab Handle	Inspect for missing or loose mounting hardware, condition, sharp edges, and damage.
66.	Check Park Brake Pedal Operation Force	Check the lift truck's park brake pedal operational force.
67.	Check the Engine Oil	Check quality and that the level is between the high and low mark.
68.	Inspect Battery	Inspect for wear, damage, cable tightness, corrosion, swelling of the case, and the battery hold down. Check the static voltage prior to starting the engine.
69.	Check Charging System	Measure voltage at battery.
70.	Perform Battery Voltage Drop Inspection	Measure battery voltage while cranking the engine for 5 seconds. If voltage drops below 9.6v, the battery needs to be replaced.
71.	Check Transmission Fluid	Check for quality and proper transmission fluid level. Review lift truck history for last fluid replacement.
72.	Check Transmission Filter	Check the condition of the transmission oil filter. Inspect the sealing surface and clean off all debris. Lubricate the new filter gasket with transmission fluid.

	Operational Step	Key Point
73.	Inspect Transmission	Inspect for oil leaks. Inspect wire harness and hoses for routing, wear, damage, and loose or missing hardware. Retighten if necessary.
74.	Inspect Propeller Shaft and Axle Shaft	Check for looseness, twisting, or cracking. Retighten if necessary.
75.	Check Inching Pedal Cable Adjustment	The cable should have a small amount of free play when the pedal is not depressed.
76.	Inspect Main Hydraulic Line	Inspect main hose mounting, routing, and leaks.
77.	Inspect LP Regulator (if applicable)	Inspect connections and hoses for wear, damage, leaks, and loose/missing hardware. Tighten hardware as necessary.
78.	Drain Tar from LP Regulator (if applicable)	Drain tar.
79.	Inspect Top of Engine	Inspect for oil leaks. Inspect wire harness and hoses for routing, wear, damage, and loose/missing hardware. Tighten hardware as necessary.
80.	Inspect LH Engine Bay	Inspect for oil leaks. Inspect wire harness and hoses for routing, wear, damage, and loose/missing hardware.
81.	Inspect Alternator Belt	Inspect belt for wear, cracking, damage, routing, and tightness.
82.	Inspect Fan Belt	Inspect belt for wear, cracking, damage, routing, and tightness. Inspect fan belt pulleys for wear and damage.
83.	Check Water Pump	Check water pump pulley for free play by lightly pushing and pulling on the fan. Inspect for coolant leaks.
84.	Inspect Cooling System Hoses	Inspect LP regulator, bypass, upper and lower hoses for wear, damage, leaks, rubbing, and firmness.
85.	Inspect Transmission Cooler Lines	Inspect for wear, damage, leaks, rubbing, and firmness.
86.	Inspect Radiator	Inspect the radiator for damage, leaks, and clogging.

	Operational Step	Key Point
87.	Inspect Lift Truck History for Spark Plug Replacement	Review truck history to verify last spark plug service and listen to engine run condition.
88.	Inspect Hydraulic Cooler	Inspect Hydraulic Cooler and all hosing for leaks.
89.	Reset Fuel Filter Light	Reset filter light by disconnecting the clogged filter switch.
90.	Inspect LR Tire and Wheel	Inspect for gouging, chunking, bond failure, flat spots, sufficient tread, and debris stuck behind the wheel and in tire.
91.	Inspect LR Wheel Lug Nuts	Torque LR lug nuts. Refer to proper repair manual and capacity for torque value.
92.	Inspect LR Tire Air Pressure	Measure and adjust tire air pressure when applicable.
93.	Inspect LR Steer Axle	Inspect for damage, hose routing, wear, and leaks. Inspect steer cylinder for damage, wear, and leaks.
94.	Inspect Swing Lock Cylinder	Inspect swing lock cylinder, pins, and frame mounting point for damage, cracks, wear, or leaks.
95.	Check LR Wheel Bearings, Tie Rod, King Pin, and Swing Lock Cylinder Pins	Rotate tire and listen for abnormal noises. Check to check tie rod and wheel bearing wear. Check king pin, pivot pin bushing and swing lock cylinder pin wear.
96.	Grease LR of Steer Axle	Grease 2 steer cylinder pins and 2 king pin fittings with MP grease. Additionally grease 1 king pin fitting on spindle with MP grease and 1 swing lock cylinder pin with Moly grease.
97.	Inspect RR Tire and Wheel	Inspect for gouging, chunking, bond failure, flat spots, sufficient tread, and debris stuck behind the wheel and in tire.
98.	Inspect RR Wheel Lug Nuts	Torque RR lug nuts.
99.	Inspect RR Tire Air Pressure	Measure and adjust tire air pressure when applicable.
100.	Inspect RR Steer Axle	Inspect for damage, hose routing, wear, and leaks. Inspect steer cylinder for damage, wear, and leaks.

	Operational Step	Key Point
101.	Check RR Wheel Bearings, Tie Rod, and King Pin	Rotate tire and listen for abnormal noises. Check tie rod and wheel bearing wear. Check king pin, pivot pin bushing and swing lock cylinder pin wear.
102.	Grease RR of Steer Axle	Grease 2 steer pin and 2 king pin fittings with MP grease. Grease 1 king pin fitting on spindle with MP grease.
103.	Lubricate Fan Shaft Bearing	As listed in Operational Step column.
104.	Grease Drive Shaft	Grease 2 drive shaft u-joint fittings with MP grease.
105.	Inspect Static Strap	Inspect static strap for wear and breaks. Clean any debris from the static strap. Check for wear, damage, leaks, debris, and loose/missing hardware. Tighten hardware as necessary.
106.	Inspect RH Overhead Guard	Inspect for damage, cracked welds, unauthorized modifications, and loose/missing hardware. Tighten hardware as necessary. Inspect overhead guard is secure and firmly in place.
107.	Inspect RH Lights, Accessories, and Grab Handle	Inspect for missing or loose mounting hardware, condition, sharp edges, and damage.
108.	Inspect Engine Coolant Reservoir	Inspect level and for signs of contamination. Review lift truck history for last coolant replacement.
109.	Inspect Engine Air Filter	Inspect condition, for clogging, and foreign debris. Replace as needed.
110.	Check PCV Valve	As listed in Operational Step column.
111.	Inspect Intake and Exhaust Manifolds	Inspect for oil leaks, wire harness and hose routing, wear, damage, and loose/missing hardware. Tighten hardware as necessary.
112.	Inspect RH Engine Bay	Inspect for oil leaks, wire harness and hose routing, wear, damage, and loose/missing hardware. Tighten hardware as necessary. Check intake and exhaust manifolds for tightness and leaks.
113.	Inspect Hydraulic Pump	Inspect connections and hoses for wear, damage, leaks, and loose/missing hardware. Tighten hardware as necessary.

	Operational Step	Key Point
114.	Check Hydraulic Oil	Check for quality and proper hydraulic oil level. Check contamination tank and oil strainer. Review lift truck history for last hydraulic oil replacement.
115.	Check Hydraulic Tank Breather Vent Cap	Twist and remove cap to access filter. Check condition of cap and inner filter. Clean, dry, and reinstall filter and cap.
116.	Inspect Hydraulic Oil Return Filter Date	Determine if the hydraulic return filter needs replacement.
117.	Inspect RF Tire and Wheel	Inspect for gouging, chunking, bond failure, flat spots, sufficient tread, and debris stuck behind the wheel and in tire.
118.	Inspect RF Wheel Lug Nuts	Torque RF lug nuts. Refer to proper repair manual and capacity for torque value.
119.	Inspect RF Tire Air Pressure	Measure and adjust tire air pressure when applicable.
120.	Inspect Right Planetary	Place " - " mark of carrier in Horizontal position and service oil level to within .5mm of oil supply hole.
121.	Inspect RH Tilt Cylinder	Inspect condition of RH tilt cylinder barrel, chrome rod, and cylinder pins for damage, leaks, and loose/missing hardware. Tighten hardware as necessary. Measure length of tilt cylinder rod to check for mast tilt drift.
122.	Inspect Right Side of Mast	Inspect left side of mast hoses, fittings, retaining brackets, secondary lift cylinder, vent tube, chain anchor, and pulleys for damage, leaks, and loose/missing hardware. Tighten hardware as necessary.
123.	Inspect Mast Height Switch	Inspect switch arm movement, wire routing, damage, and loose/missing hardware.
124.	Inspect Radiator, Coolant Level, Coolant Condition, and Concentration	Inspect coolant condition, level, and concentration.
125.	Check Swing Lock Cylinder Function	Check that the left front tire is raised, and the swing lock cylinder holds the weight of the lift truck.
126.	Inspect Side Shift Wear Pads	Inspect condition of upper and lower wear pads.

	Operational Step	Key Point
127.	Measure Side Shift Wear Pads	Measure thickness of upper and lower side shift wear pads.
128.	Inspect Side Shift Lower Hooks	Inspect for excessive wear, if worn past wear line, recommend removing from service.
129.	Measure Side Shift Lower Hook Adjustment	Measure between the lower hook and carriage. Adjust lower hooks for proper clearance. Adjust as needed.
130.	Inspect Side Shift Cylinder	Inspect for damage to the side shift cylinder assembly/chrome and for leaks.
131.	Inspect Side Shift Hoses	Inspect for leaks, routing, damage, and missing hardware.
132.	Inspect Fork Markings	Inspect for legibility and capacity.
133.	Inspect Surface of Forks	Inspect for excessive heat, wear, deformation, bends, cracks, welding arcs, and unauthorized modifications.
134.	Measure Straightness of Blade and Shank	Measure deviation and compare to calculated maximum deviation.
135.	Measure Fork Tip Levelness	Measure tip difference and compare to calculated maximum tip alignment.
136.	Measure Fork Blade Wear	If worn more than allowed 10%, recommend removing forks from service.
137.	Measure Fork Angle	If outside of recommended range, recommend removing forks from service.
138.	Check Fork Lock Pins	Check functionality and for missing components.
139.	Lubricate Fork Lock Pins	Apply chain lubricant as needed. Wipe off excess lubricant.
140.	Inspect Differential and Surrounding Area	Inspect mast caps/bolts, axle housings, brake backing plates, hoses/piping, top side of differential, and lower side of oil control valve for leaks or damage.
141.	Check Differential Gear Oil	Check gear oil quality and oil level. Review of the truck history for last oil replacement. Inspect for any leaks and bolt loosening. Retighten if necessary.

	Operational Step	Key Point
142.	Grease LH and RH Tilt Pin and Mast Bushing	Grease 2 front tilt pins fitting and 2 mast bushings fitting with moly grease.
143.	Inspect Left Side of Load Back Rest Extension	Inspect for straightness, damage, and loose/missing hardware.
144.	Inspect Load Back Rest Extension	Inspect for straightness, damage.
145.	Grease Side Shift	Grease 2 side shift fittings with MP grease.
146.	Inspect Right Side of Load Back Rest Extension	Inspect for straightness, damage, and loose/missing hardware.
147.	Measure Fork Mounting Class	Measure distance between fork hooks.
148.	Measure Fork Hook Wear	Remove forks from carriage and replace fork latch pins as needed. Measure the hook for wear.
149.	Measure Upper Fork Hook Bar	Place wear gauge on fork hook bar. If the gauge indicator touches fork bar, the bar is worn out. Recommend removing from service.
150.	Inspect Free Lift Hoses, Chain Anchors, and Pulleys	Inspect for damage, leaks, routing, and loose/missing hardware.
151.	Inspect Free Lift Chains	Inspect for rust/corrosion, cracked plates, tight joints, turned pins, and wear.
152.	Measure Free Lift Chains for Elongation	Warning: >2% wear - chains nearing the limit for safe use and recommend removing from service.
153.	Check Free Lift Chain Deflection	Push/pull on chains checking for even tension.
154.	Inspect Secondary Lift Chains	Inspect for rust/corrosion, cracked plates, tight joints, turned pins, and wear.
155.	Measure Secondary Lift Chains for Elongation	Warning: >2% wear - chains nearing the limit for safe use and recommend removing from service.
156.	Check Secondary Lift Chain Deflection	Push/pull on chains checking for even tension.

	Operational Step	Key Point
157.	Lubricate all Lift Chains	Apply chain lubricant as needed. Wipe off excess lubricant.
158.	Inspect Ignition Timing	Inspect for cracks on distributor cap and spark plug burning and gap. Inspect distributor side terminal burning, distributor cap center piece wear and damage, plug cord internal discontinuity, and ignition timing.
159.	Perform Engine Oil Change or Transmission Fluid Change	Customer may opt to have either engine oil or transmission fluid changed.
160.	Inspect Engine Stopping System	Inspect diesel engine key stop device function, if applicable.
161.	Test Drive Lift Truck	Start lift truck and check that all functions of the lift truck operate properly - drive, display, lift, lower, brake, and lights.
162.	If Enabled, Reset Planned Maintenance Hour Meter	As listed in Operational Step column.
163.	Complete Work Order and Advise Customer of the Condition of their Lift Truck	Any and all issues to be noted on the work order. If lift truck should be recommended to be taken out of service, this should also be noted.