



United States District Court for the Northern District of California
Broadmoor Lumber & Plywood Co., et al. v. Toyota Industries Corp., et al., Case No. 3:24-cv-06640-JSC



Toyota IC Forklift Class Action Settlement Notice

Did you or your business purchase or lease a Toyota forklift with an internal combustion ("IC") engine?

There is a class action Settlement that includes a \$299.5 million cash fund to resolve claims regarding the emissions of certain Toyota IC forklifts.

If you have a forklift covered in the Settlement, you may be entitled to compensation and a Service Plan visit.

To learn more about the lawsuit and the Settlement, and to submit a claim, visit www.ForkliftSettlement.com or scan the QR code above.

Read this notice to understand your legal rights and important deadlines.

Important Things to Know:

- Settlement Class Members may claim approximately **\$1,000 to \$2,500 in compensation per eligible forklift and schedule a free Service Plan visit.**
- To submit a claim for compensation and to learn more about the Settlement, please visit the Settlement Website, www.ForkliftSettlement.com, or call **1-888-226-4715**.
- There are important deadlines that affect your legal rights. You must submit a claim by September 22, 2026, to receive a Settlement payment. This schedule may change, so please visit the Settlement Website regularly for updates. If you wish to exclude yourself from this Settlement or file an objection, you must do so by June 1, 2026.
- The Court will hold a Final Approval Hearing on July 9, 2026 at 2:30 p.m., to decide whether to approve the Settlement. The date and time may change without notice. Check the Settlement Website to confirm the status.
- If you take no action, you will still be bound by the Settlement, and your rights will be affected.

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Background Information

1. What is this notice and lawsuit about?

A federal court authorized this notice to inform you of a proposed Settlement in a class action lawsuit called *Broadmoor Lumber & Plywood Co., et al. v. Toyota Industries Corp., et al.* The Plaintiffs in this lawsuit allege that Defendants Toyota Material Handling, N.A., Toyota Material Handling, Inc., and Toyota Industries Corporation engaged in improper conduct related to emissions certification for certain Toyota internal combustion (“IC”) forklifts sold in the United States (the “Settlement Class Forklifts”). Defendants dispute these allegations.

This notice gives you a summary of the terms of the proposed Settlement Agreement and explains what rights Settlement Class Members have to help you make informed decisions about what action to take. For more information, please visit www.ForkliftSettlement.com.

2. Why is there a Settlement in this lawsuit?

The Parties agreed to settle the case, which means they reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and cost of further litigation.

The Settlement applies to all persons and entities that purchased or leased a Settlement Class Forklift on or before January 20, 2026.

The Court has not decided this case in favor of either side.

3. What does the Settlement cover?

The proposed Settlement covers persons and entities that purchased or leased a Settlement Class Forklift on or before January 20, 2026.¹ This group is called the “**Settlement Class**.”

A “**Settlement Class Forklift**” is any Toyota forklift with an IC engine built between 2007-2021 and sold in the United States. Specifically, this includes Toyota forklifts sold with any of the following engines and emissions certification years in the United States: 2014-2021 1KD, 2014-2021 1ZS, 2013-2021 1FS, and 2007-2021 4Y.

4. Who are the Settlement Class Representatives?

The “**Settlement Class Representatives**” are the Plaintiffs who filed this lawsuit on behalf of the class. They are:

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.;

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

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.

5. What do I do next?

Read this notice to learn about the Settlement and to see if you are a Settlement Class Member. Then, decide what action you want to take:

Options	More information about each option
<p>Claim Settlement Benefits</p>	<p>The Settlement provides Settlement Class Members with: (1) cash compensation, (2) a Service Plan visit, and (3) in the event of a future recall, a New Parts Warranty for their Settlement Class Forklift.</p> <p>To claim cash compensation, you must submit a Settlement Claim Form, which is available at the Settlement Website, www.ForkliftSettlement.com.</p> <p>To receive the Service Plan visit, you must contact your local Toyota Material Handling (“TMH”) authorized Dealership and provide the model and serial number for the requested forklift. For identification of your local TMH authorized Dealership, please visit: https://www.toyotaforklift.com/find-a-dealer.</p> <p>In exchange for these benefits, you will remain a member of the Settlement Class and will give up your right to sue the Defendants or their related entities separately for the issues covered by this lawsuit.</p>
<p>Opt Out</p>	<p>You exclude yourself from the Settlement. You will not receive a cash payment and will not be eligible for the Service Plan visit or the New Parts Warranty offered pursuant to the Settlement. You keep your right to sue Defendants on your own for the issues covered by this lawsuit.</p>
<p>Object</p>	<p>You tell the Court why you disagree with the Settlement and/or the amount of Settlement Class Counsel’s requested attorneys’ fees and costs or Settlement Class Representative service awards. You will also remain eligible for the Service Plan visit and the New Parts Warranty offered pursuant to the Settlement. You will give up your right to sue the Defendants or their related entities separately for the issues covered by this lawsuit. You cannot both object and opt out.</p>
<p>Do Nothing</p>	<p>You will not receive a cash payment. You will remain part of the Settlement and will be eligible to schedule a Service Plan visit and to receive the New Parts Warranty offered pursuant to the Settlement. You will give up your right to sue Defendants for the issues covered by this lawsuit.</p>

6. What are the most important dates?

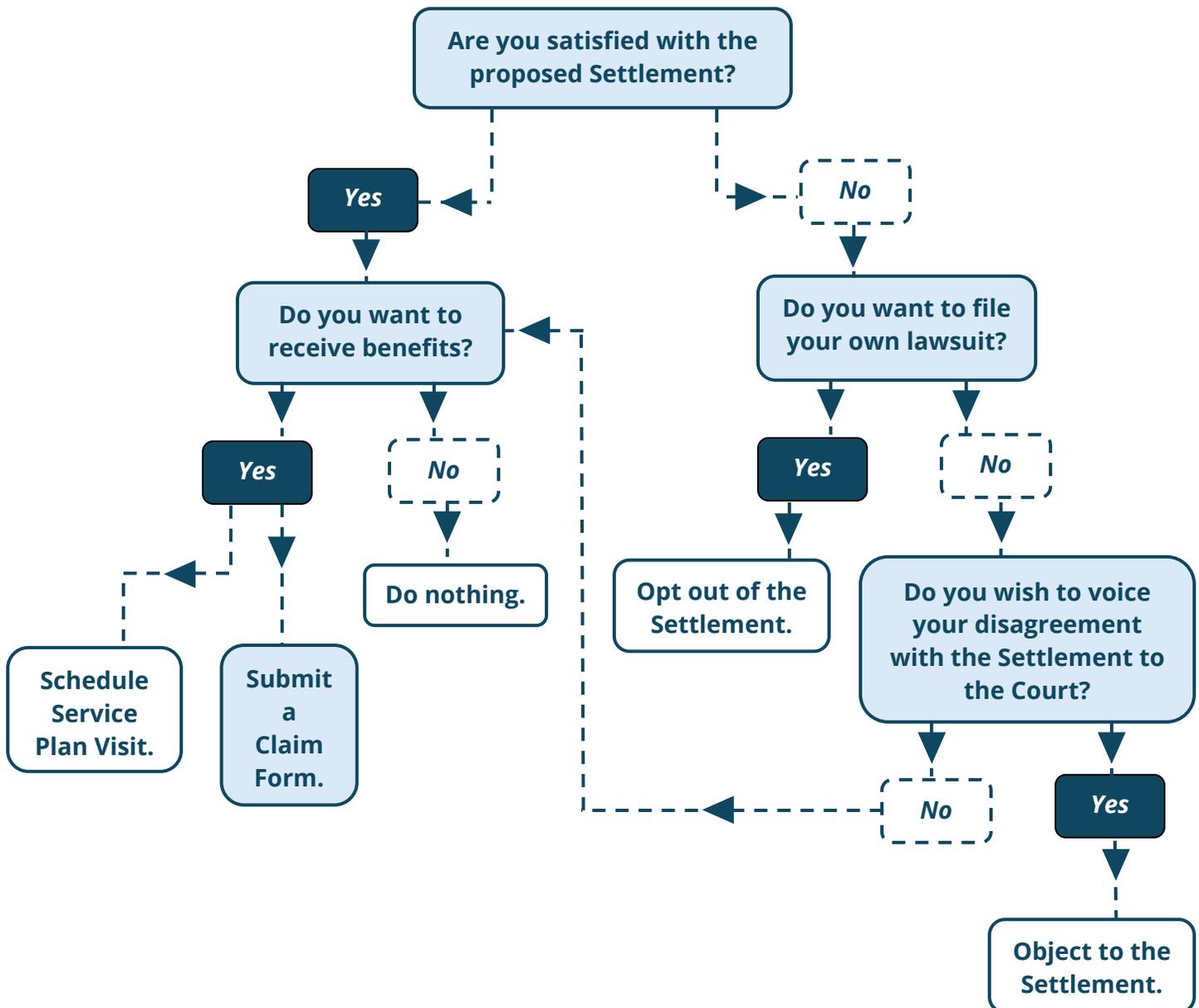
Deadline to object or opt out: June 1, 2025.

Settlement Final Approval Hearing: July 9, 2026 at 2:30 p.m. The date and time may change without further notice to the Class. Check **www.ForkliftSettlement.com** or the Court's PACER site at <https://ecf.cand.uscourts.gov> to confirm that the hearing date and time have not changed.

Deadline to submit a Settlement Claim Form: September 22, 2026.

7. How do I weigh my options?

Choose the best path for you:



Important Facts About How the Settlement Might Affect You

8. What does the Settlement provide?

The Settlement provides three types of benefits: (1) cash payments, (2) a Service Plan visit, and (3) a New Parts Warranty.

Cash Payments: Defendants have agreed to pay \$299,500,000 into a Settlement fund ("Settlement Cash Value"). This money will be distributed to eligible Settlement Class Members under a Court-approved distribution plan.

The Settlement Cash Value will also be used to pay amounts approved by the Court, including Settlement Administration Costs (estimated at up to approximately \$895,000), service awards to the Settlement Class Representatives for their work in the lawsuit, and Settlement Class Counsel Attorneys' Fees and Costs (see Question 19 below).

Your individual payment will depend on the number of valid Claims submitted and whether other Settlement Class Members submit Claims for the same Settlement Class Forklift.

Service Plan visit: Defendants will offer a Service Plan to Settlement Class Members that covers the labor and travel costs for one Service Plan visit for each operable Settlement Class Forklift in the United States.

The Service Plan is based on the recommended periodic and annual preventative maintenance outlined in the service manuals for the Settlement Class Forklifts and covers all major systems of the Settlement Class Forklifts. Settlement Class Members will have three years from the Effective Date to request a Service Plan visit from their designated authorized TMH dealers.

New Parts Warranty: Defendants will also provide a New Parts Warranty if, by October 31, 2028, Defendants offer a government-approved or government-authorized recall for the Settlement Class Engines. The New Parts Warranty will apply to new engine parts installed as part of such a recall for any Settlement Class Forklift.

Release: As part of the Settlement, Settlement Class Members will "Release" their Claims, whether or not they receive a payment or other benefits under the Settlement. This means they will not be able to sue Defendants or their related entities for the same issues covered by this lawsuit. However, the Release does not prevent Settlement Class Members' ability to participate in any potential future buyback program of the Settlement Class Forklifts, if one is required by a governmental agency.

Additional details about the Settlement benefits and the full Release terms can be found at www.ForkliftSettlement.com.

9. How do I know if I am part of this Settlement?

You are a Settlement Class Member if you purchased or leased a Settlement Class Forklift on or before January 20, 2026.

A **“Settlement Class Forklift”** is any Toyota forklift equipped with any of the Settlement Class Engines that were originally sold and/or leased in the United States.

A **“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. This includes any Toyota forklift with an IC engine built between 2007-2021.

The following entities and individuals are excluded from the Settlement Class:

- Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’ officers, directors, and employees; Defendants’ authorized dealers and distributors and their officers, directors, and employees;
- Released Parties;
- Judicial officers and their immediate family members and associated court staff assigned to this case; and
- All those otherwise in the Settlement Class who or which timely and properly opt out of the Settlement Class as provided in the Settlement Agreement.

10. How much will my payment be?

If you are eligible for a cash payment, the amount will be determined under the Court-approved distribution plan, which is available on the Settlement Website and summarized below:

- After deducting Court-approved attorneys’ fees, costs, service awards, and Settlement Administrations Costs, the remaining Settlement Cash Value will be allocated evenly, on a per-capita basis, among all Settlement Class Forklifts for which the Settlement Administrator receives a valid Settlement Claim.
- If more than one Settlement Class Member submits a valid Settlement Claim for the same Settlement Class Forklift, the original owner who purchased that forklift new will receive 60% of the amount allocated to that forklift. The remaining 40% will be divided evenly among the other Settlement Class Member(s) who submit a valid Settlement Claim for that forklift. For example, assuming that \$1,500 is allocated to a particular Settlement Class Forklift, if an original owner, a subsequent owner, and a lessee all submit valid Claims for that same forklift, the original owner would receive \$900, and the subsequent owner and lessee would each receive \$300. **This example is provided for illustration only. Actual payments may be higher or lower.**

The compensation available for each Settlement Class Forklift is likely to range from \$1,000 to \$2,500 per Settlement Class Forklift, depending on the volume of claims submitted and court-awarded fees and costs. However, if the Court approves all fees, costs, and Service Awards (see question 19), and in the unlikely event that a valid Settlement Claim is submitted for all Settlement Class Forklifts, then the compensation available for each Settlement Class Forklift would be approximately \$820.

11. When will I get my payment?

The Settlement Administrator will calculate the payment amount for each timely, valid and complete Settlement Claim and send out payments after the Settlement Claims Deadline and the Settlement's "Effective Date."

The "Effective Date" will depend on when the Court enters its order finally approving the Settlement and its Judgment, and whether there is an appeal of the Judgment. Under the current schedule, the earliest that payments will be issued is late 2026.

Please check www.ForkliftSettlement.com after the Final Approval Hearing (see Question 29 below) for information concerning the timing of Settlement payments. The Parties anticipate that the Court will hold its Final Approval hearing on July 9, 2026 at 2:30 p.m.

12. What happens to unclaimed funds in the Settlement?

The Settlement is non-reversionary. This means that no portion of the Settlement Cash Value will be returned to Defendants. If it is economically feasible, any funds remaining after paying all eligible Settlement Claims and other Court-approved costs will be redistributed to Settlement Class Members. If not, the remaining funds shall be distributed "*cy pres*," which means they are paid to charitable causes that indirectly benefit the Class.

The *cy pres* recipient(s) in this case, if any, is subject to Court approval. Please check www.ForkliftSettlement.com for updates about any *cy pres* distribution.

13. How do I receive the Service Plan visit?

If you have a Settlement Class Forklift, you can claim one free Service Plan visit.

During the Service Plan visit, a certified technician from an authorized TMH dealership will travel to you to perform an inspection of the Settlement Class Forklifts' major systems, based on the recommended maintenance outlined in the service manuals. The inspection will also include services such as lubricating, cleaning, measuring, and re-tightening, as well as the choice of an oil change or a transmission fluid change.

To schedule a Service Plan visit, you must contact your local authorized TMH dealership with your model and serial number within three years from the Effective Date of the Settlement. Under the current schedule, this deadline is August 8, 2029. For identification of your local TMH authorized Dealership, please visit: <https://www.toyotaforklift.com/find-a-dealer>.

For more information on the Service Plan visit, please review Exhibit B of the Settlement Agreement, available at www.ForkliftSettlement.com.

14. How do I receive the New Parts Warranty?

The New Parts Warranty applies if, by October 31, 2028, Defendants issue a government-authorized or government-approved recall for the Settlement Class Engine installed in your Settlement Class Forklift. If there is a recall, the New Parts Warranty will cover the new engine parts installed as part of such a recall. The New Parts Warranty will be identical to the new parts warranty provided in the government-approved or government-authorized recall.

15. Does the Service Plan visit and New Parts Warranty transfer with my Settlement Class Forklift?

Yes, eligibility for a Service Plan visit and New Parts Warranty transfer with the Settlement Class Forklifts for the entire duration of the warranty or service plan visit periods.

16. What am I giving up to remain a Settlement Class Member?

Members of the Settlement Classes will “release” their claims as part of the Settlement, which means they will not be able to sue any of the Defendants or related entities for the same issues in this lawsuit.

The full terms of the release can be found in the Settlement Agreement available at www.ForkliftSettlement.com.

Getting a Settlement Payment

17. How do I get a payment?

Settlement Class Members must submit a Settlement Claim Form to be eligible for cash compensation and may be asked to provide supporting documents, including but not limited to proof of ownership or lease. The Settlement Claim Form must be postmarked or submitted electronically by the Settlement Claims Deadline.

- The Settlement Administrator will review each Settlement Claim to determine whether it meets all the requirements for payment. If a Claim is incomplete or insufficient, the Settlement Administrator will contact the Settlement Class Member and allow thirty days to provide the missing information.
- The Settlement Administrator will calculate the payment amount for each timely, valid, and complete Settlement Claim. Payments will be made after the Effective Date.

Settlement Claim Forms may be submitted online or downloaded from the Settlement Website and mailed to the Settlement Administrator. Settlement Claim Forms must be submitted online or postmarked by **September 22, 2026**.

For more information about submitting a Settlement Claim, go to www.ForkliftSettlement.com.

18. Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and class counsel to represent the interests of all class members.

Your Lawyers: For this Settlement, the Court has appointed attorneys from the law firms Lief Cabraser Heimann & Bernstein, LLP and Baron & Budd, P.C. as Settlement Class Counsel. For questions about the Settlement, you may contact David Stellings at Lief Cabraser Heimann & Bernstein, LLP or Roland Tellis at Baron & Budd, P.C. Their contact information is in the chart below.

David S. Stellings Lief Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013 Tel.: (212) 355-9500 Email: dstellings@lchb.com	Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Tel.: (818) 839-2333 Email: rtellis@baronbudd.com
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If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers representing the Settlement Class in this lawsuit be paid?

To date, Settlement Class Counsel has not been paid any money for their work or reimbursed the expenses that they paid to prosecute the case. Settlement Class Counsel will ask the Court to award up to 25% of the Settlement Cash Value (*i.e.*, up to \$74,875,000) in attorneys' fees, plus the reimbursement of up to \$500,000 in reasonable costs, for litigating this case and securing this nationwide Settlement for the Settlement Class. Settlement Class Counsel's fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

Settlement Class Counsel will also ask the Court to approve service awards of up to \$2,500 for each of the Settlement Class Representatives for the time and effort they contributed to the case, for a total of up to \$50,000. If approved by the Court, these payments will be made from the Settlement Fund.

The Court will award Settlement Class Counsel the attorneys' fees and costs it finds fair and reasonable. Settlement Class Counsels' Motion for Attorneys' Fees will be filed with the Court and posted on the Settlement Website on or before **April 30, 2026**. Settlement Class Members will have an opportunity to comment on and/or object to the request for attorneys' fees, costs, and Settlement Class Representative Service Awards as explained in Question 24 below. Please check www.ForkliftSettlement.com regularly for updates regarding the request for attorneys' fees, costs, and Settlement Class Representative Service Awards.

Opting Out

20. What if I don't want to be part of this Settlement?

You may opt out of the Settlement. If you do, you will not receive any payment or benefits from the Settlement, and you will not be able to object to it. However, you will not be bound by the Settlement and may be able to bring your own lawsuit about the issues in this case.

21. How do I opt out?

If you do not want to receive benefits from the Settlement and/or you want to retain the right to sue the Defendants for the legal issues in this case, then you must take steps to exclude yourself from the Settlement—sometimes referred to as “opting out.” Otherwise, you will be bound by the Settlement and the Court's Final Approval Order. If you opt out, you will not receive a cash payment and will not be eligible for the Service Plan visit or the New Parts Warranty offered pursuant to the Settlement.

To opt out of the Settlement, you must mail or email a letter or other written document to the Settlement Administrator. **Your request must include:**

- Your name, address, and telephone number;
- Model-Serial Number(s) of the Settlement Class Forklift(s) forming the basis of the Settlement Class Member's inclusion in the Settlement Class, and the date(s) of the Settlement Class Member's ownership or lease of the Settlement Class Forklift(s);
- A statement saying, “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); and
- Your personal signature (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures).

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 (e.g., in-house counsel for a company).

Opt-out requests must be sent to the Settlement Administrator by email or mail to the following addresses:

By email: admin@forkliftsettlement.com

By mail:

Toyota Forklift Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

22. If I choose to remain as a Settlement Class Member and do not opt out, can I sue the Defendants for the same issues in this lawsuit?

No. If you do not timely submit your request for exclusion or fail to include the required information in your request for exclusion, you will remain a Settlement Class Member and will not be able to sue the Defendants about the claims that the Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound like all other Settlement Class Members by the Court's orders and judgments in this class action lawsuit, even if you do not file a claim.

23. If I opt out, can I still get any of the Settlement Benefits?

No. If you exclude yourself from the Settlement, you will not receive any of the benefits from the Settlement and cannot submit a claim for the cash compensation.

Objecting

24. What if I disagree with the Settlement?

If you do not exclude yourself from the Settlement but wish to voice your disagreement with the Settlement and/or Settlement Class Counsel's requested attorneys' fees and costs or Settlement Class Representative service awards, you may object. You must be a Settlement Class Member to object, and may not opt out of the Settlement.

To object, you must explain in writing why you believe the Court should not approve the Settlement as fair, reasonable, and adequate. The Court will consider your objection. It cannot change the Settlement terms but has discretion to modify the amount of Settlement Class Counsel's attorneys' fees and costs and Settlement Class Representative service awards. If the Court does not approve the Settlement, no payments or other Settlement benefits will be made to the Settlement Class, and the lawsuit will continue. You may hire your own lawyer to help you object, at your own expense, or you may object on your own.

If you submit an objection that is untimely or incomplete, you will give up your right to object to the Settlement and to appeal the Court's final approval decision.

25. How do I object?

To object to the Settlement, Settlement Class Counsel Attorneys' Fees and Costs, or the service awards to the Settlement Class Representatives, you or your attorney must file with the Court, a written statement with the following information:

- The case name, *Broadmoor Lumber & Plywood Co., et al. v. Toyota Industries Corp., et al.* (or substantially similar clear and unambiguous language);
- Your printed name, address, and telephone number;
- The Model-Serial Number(s) of your Settlement Class Forklift(s), or comparable documentation showing that you are a Settlement Class Member;
- The dates of your ownership or lease of the Settlement Class Forklift(s);

- A statement that you have reviewed the Settlement Class definition and have not opted out of the Settlement Class; and
- A detailed statement of your objection(s), as well as the specific reasons, if any, for each such objection, including all evidence, argument, and legal authority you wish to bring to the Court's attention.

You must file any objection with the Court on or before June 1, 2026. In addition to filing with the Court, you may also email a copy of your written objection to Settlement Class Counsel and Defendants' Counsel at the email addresses listed below.

Settlement Class Counsel	Defendants' Counsel	United States Courthouse
David Stellings Lieff Cabraser Heimann & Bernstein, LLP dstellings@lchb.com	Keri Borders Alexander Calfo King & Spalding LLP kborders@kslaw.com acalfo@kslaw.com	c/o Class Action Clerk 450 Golden Gate Avenue San Francisco, CA 94102-3489
Roland Tellis Baron & Budd, P.C. rtellis@baronbudd.com		

26. Can I object through a lawyer?

You may object through a lawyer you hire at your own expense. If you do so, your objection must include all the information listed above in Question 25 and include all of the following:

- The number of times you have objected to a class action settlement within the five years preceding the date of your objection;
- The caption of each case in which you have made such objection; and
- A statement of the nature of the objection.

Your lawyer(s) must also:

- 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;
- File a sworn declaration attesting to his or her representation of each Settlement 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 Settlement Class Member;
- 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;

- Disclose any agreement with other attorneys or law firms regarding the objection; and
- Comply with the procedures described in Section 8 of the Settlement Agreement.

27. What is the difference between objecting to the Settlement and excluding myself from the Settlement?

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefits under the Settlement or release any of the claims resolved by the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, and/or costs. The Court will consider your objection. It cannot change the Settlement terms but has discretion to modify the amount of Settlement Class Counsel's attorneys' fees and costs and Settlement Class Representative service awards. You may object only if you stay in the Settlement Class. You do not need to submit a claim to object, but if you make an objection, you must still submit a claim to receive compensation under the Settlement.

Doing Nothing

28. What are the consequences of doing nothing?

To ensure you receive the benefits you are entitled to, you must submit a Settlement Claim Form and schedule a Service Plan visit.

If you do nothing, you will not receive these benefits and will still be bound by the Settlement and its "Release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against any of the Defendants or related entities about the issues in this case. Please see the Settlement Agreement, which can be found at www.ForkliftSettlement.com, for a full description of the Claims and entities who will be released if this Settlement is approved.

What Happens Next with the Settlement?

29. Information on the Final Approval Hearing

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, Settlement Class Counsel's attorneys' fees and costs, and service awards for the Settlement Class Representatives. Because a class action Settlement affects the rights of all Settlement Class Members, the Court must give final approval before the Settlement can take effect. **Payments will be made only if the Court approves the Settlement.** If the Court does not approve the Settlement or the Parties decide to end it, the Settlement will be void and the lawsuit will continue.

The Final Approval Hearing will be held both in person and remotely. You don't have to attend the Final Approval Hearing, but you may do so at your own expense. If you want to speak at the hearing, you must file a written notice with the Court stating your intent to appear.

Instructions for remote access will be available on the Court's PACER site at <https://ecf.cand.uscourts.gov> and at www.ForkliftSettlement.com. The hearing will be held in person at:

Where: United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102

When: July 9, 2026 at 2:30 p.m.

The date and time may change without further notice to the Class. Check www.ForkliftSettlement.com or the Court's PACER site at <https://ecf.cand.uscourts.gov> to confirm the hearing date and time has not changed.

Case: *Broadmoor Lumber & Plywood Co., et al. v. Toyota Industries Corp., et al.*, No. 3:24-cv-06640-JSC

Judge: Jacqueline Scott Corley

30. Speaking at the Final Approval Hearing

If you or your attorney want to speak at the Final Approval Hearing, you must file a written notice stating your intent to appear, as required by the Court's Preliminary Approval Order. Filing an objection does not automatically give you the right to speak. The Court may allow you to speak, but it is not required to do so.

The Final Approval Hearing time and date are subject to change; please check www.ForkliftSettlement.com to confirm the current status of the hearing.

Key Resources

31. How do I get more information?

This notice is a summary of the Settlement. To get a copy of the Settlement Agreement or get answers to your questions:

- contact your lawyers (information below);
- visit the case website at www.ForkliftSettlement.com;
- access the Court Electronic Records (PACER) system online at <https://ecf.cand.uscourts.gov> or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Case website	www.ForkliftSettlement.com
Settlement Administrator	Toyota Forklift Settlement Administrator P.O. Box 301132 Los Angeles, CA 90030-1132 admin@forkliftsettlement.com 1-888-226-4715
Your Lawyers	David Stellings dstellings@lchb.com (212) 355-9500 Lieff Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8 th Floor New York, NY 10013 Roland Tellis rtellis@baronbudd.com (818) 839-2333 Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436
Court	U.S. District Court United States Courthouse 450 Golden Gate Avenue San Francisco, CA 94102-3489 HOURS: 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Court holidays PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.