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20 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF ALAMEDA

22

23 Chris Lange, individually and on behalf of all
others similarly situated,

24 Plaintiffs,

25 vs.

26 Ricoh Americas Corporation, a New York
Corporation,

27 Defendant.

28

Case No.: RG13682710

ASSIGNED FOR ALL PURPOSES TO
Judge Wynne Carvill
Department 21

**JOINT STIPULATION AND CLASS
ACTION SETTLEMENT**

1 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff Chris Lange
2 (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Ricoh Americas
3 Corporation (“Defendant”), jointly referred to herein as the “Parties”, as follows:

4 **I. INTENTION OF THE PARTIES**

5 1. This Joint Stipulation and Class Action Settlement Agreement and all associated
6 exhibits and attachments (hereinafter “Settlement Agreement”), made and entered into by and between
7 Plaintiff (for himself and on behalf of the Settlement Class Members)¹ and Defendant, each with the
8 assistance of their respective counsel or attorneys of record, is intended to fully, finally, and forever
9 settle, compromise and discharge the Released Claims against the Released Parties arising from or
10 related to the Action, subject to the terms and conditions set forth herein.

11 2. Because this Action was pled as a class action, this settlement must receive preliminary
12 and final approval by the Court. Accordingly, the Parties enter into this Settlement Agreement on a
13 conditional basis.

14 3. In the event that this Settlement Agreement is not approved by the Court, fails to
15 become effective, or is reversed, withdrawn or modified by the Court or any other court with
16 jurisdiction over the Action, the Settlement Agreement shall become null and void *ab initio* and shall
17 have no bearing on, and shall not be admissible in connection with, further proceedings in this Action,
18 including proceedings to determine whether class certification would be appropriate in any other
19 context in this litigation, or in any other judicial, administrative or arbitral proceeding for any purpose
20 or with respect to any issue, substantive or procedural, and none of the Parties to this Settlement
21 Agreement will be deemed to have waived any claims, objections, defenses, privileges or arguments
22 with respect to the issue of class certification or the merits of Plaintiff’s claims.

23 **II. LITIGATION BACKGROUND**

24 4. This action was filed in Alameda County Superior Court on June 7, 2013.

25 5. Plaintiff alleges that Account Executives’ outside sales positions require them to spend
26 most of their work day travelling and away from office locations and Account Executives incur

27
28 ¹ Capitalized terms are defined in Section III below.

1 substantial expenses in using their own cars, cellular phones and home office supplies to perform their
2 job duties. Plaintiff further alleges Defendant has failed to reimburse Account Executives for all of
3 those expenses. On the basis of these allegations, Plaintiff alleges that Defendant has violated
4 California Labor Code section 2802 and California's Unfair Competition Law, Business & Professions
5 Code sections 17200 *et seq.*

6 6. Defendant has denied Plaintiff's claims and asserted affirmative defenses in its
7 pleadings responsive to Plaintiff's complaint. In settling the Action, Defendant maintains those
8 positions.

9 7. On August 23, 2013, Plaintiff served his first set of discovery requests: Plaintiff's
10 Request for Production of Documents, Specially Prepared Interrogatories, Form Interrogatories –
11 General, and Form Interrogatories – Employment Law. Defendant served responses to those requests
12 November 8, 2013. In its responses, among other things, Defendant produced documentation
13 regarding its expense reimbursement policies and data reflecting Defendant's reimbursement
14 payments to putative class members, and putative class members' reported expenses. On January 9,
15 2014, Defendant served its Request for Production of Documents to which Plaintiff served his
16 response on March 17, 2014. The Parties further met and conferred, in writing and over the phone, in
17 continued discovery exchanges. Plaintiff also interviewed and gathered declarations from fifteen (15)
18 current and former Account Executives.

19 8. The Parties participated in a full-day mediation with Jeffrey Ross on May 22, 2014.
20 After a full day of arms-length negotiation, the Parties agreed to the settlement in general terms which
21 are more fully specified in this Settlement Agreement.

22 9. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
23 discharge all disputes and claims against the Released Parties arising from or related to the Action, and
24 that this Settlement Agreement shall constitute a full and complete settlement and release of all the
25 Released Parties from all of the claims averred in the Action.

26 **III. DEFINITIONS**

27 10. "Account Executive" means any individual employed by Defendant as an outside sales
28 representative and/or in a similar outside sales job capacity in California during the Class Period.

1 11. The “Action” means the lawsuit entitled *Lange v. Ricoh Americas Corporation*, Case
2 No. RG13682710, pending in Superior Court of California, Alameda County.

3 12. “Class” means the collective group of those individuals who are Class Members.

4 13. “Class Counsel” means the law firms of Goldstein, Borgen, Dardarian & Ho of
5 Oakland, California, and HammondLaw, PC of Los Angeles, California.

6 14. “Class Member” or “Member of the Class” means an individual who was employed by
7 Ricoh as an Account Executive during the Class Period.

8 15. “Class Notice” means a notice to be submitted for approval by the Court substantially
9 in the form attached hereto as Exhibit A.

10 16. “Class Period” means the period from June 7, 2009 through the Preliminary Approval
11 Date.

12 17. “Class Representative” means Chris Lange, the named Plaintiff in the Action.

13 18. “Court” means the Superior Court of California, Alameda County.

14 19. “Defendant” or “RicoH” means Ricoh Americas Corporation, the Defendant in the
15 Action.

16 20. “Expense Reimbursement Payment Fund” means the Net Settlement Fund less all Class
17 Participation Minimum Reimbursement Awards, which are described in Paragraph 55.3.1 below. This
18 is the amount to be divided pro-rata to determine each Participating Settlement Class Member’s
19 Individual Expense Reimbursement Payment.

20 21. “Final Approval Date” means the date on which the Order of Final Approval is entered
21 in this matter.

22 22. “Final Approval Hearing” means a hearing set by the Court to take place after the
23 Notice Response Deadline for the purpose of (i) determining the fairness, adequacy and
24 reasonableness of the Settlement Agreement; (ii) determining the good faith of the Settlement
25 Agreement; and (iii) considering the Parties’ request for entry of Judgment.

26 23. “Individual Expense Reimbursement Payment” means a Participating Settlement Class
27 Member’s pro rata share of the Expense Reimbursement Payment Fund. It does not include the
28 individual’s Class Participation Minimum Reimbursement Award.

1 24. “Judgment” means the judgment to be rendered by the Court pursuant to this
2 Settlement Agreement.

3 25. “Last Known Address” means the most recently recorded mailing address for a Class
4 Member as such information is contained in Ricoh’s payroll records.

5 26. “Net Settlement Fund” means the portion of the Total Settlement Sum which will be
6 distributed to Participating Settlement Class Members after deductions from the Total Settlement Sum
7 for: (a) Class Counsel’s attorneys’ fees and costs as provided for in Paragraph 49.1.1 hereof;
8 (b) settlement administration costs as set forth in Paragraph 49.1.2 hereof; (c) the Reserve Fund as set
9 forth in Paragraph 49.1.4 hereof, and (d) the service award to the Class Representative as provided for
10 in Paragraph 49.1.3 hereto.

11 27. “Non-Settlement Class” means the collective group of all Class Members who fail to
12 timely rescind a valid submitted Request for Exclusion.

13 28. “Non-Settlement Class Member” or “Member of the Non-Settlement Class” means a
14 person who is a member of the Non-Settlement Class.

15 29. “Notice Mailing Deadline” means the date twenty (20) calendar days after the
16 Preliminary Approval Date.

17 30. “Notice Response Deadline” means the date sixty (60) calendar days after the Class
18 Notice is mailed to the Class Members by the Settlement Administrator.

19 31. “Order of Final Approval” or “Order Granting Final Approval of Settlement” means an
20 order to be submitted by Plaintiff for entry and filing by the Court as specified in this Settlement
21 Agreement.

22 32. “Participating Settlement Class Member” means any Class Member who does not
23 submit a valid and timely Request for Exclusion, or who timely rescinds a Request for Exclusion.
24 Only Participating Settlement Class Members will receive a Settlement Award.

25 33. “Preliminary Approval Date” means the date on which the Court enters the Preliminary
26 Approval Order.

27
28

1 34. “Preliminary Approval Order” or “Order Granting Preliminary Approval of Settlement”
2 means an order to be submitted by Plaintiff for entry and filing by the Court, as specified in this
3 Settlement Agreement.

4 35. “Released Claims” means any and all claims, causes of action or demands against the
5 Released Parties during the Class Period that (a) were asserted in this Action, or (b) that arise from or
6 are reasonably related to this Action or are reasonably related to any of the allegations in Plaintiff’s
7 Complaint, even if such claims were not asserted in this Action, including but not limited to: claims
8 against Defendant for alleged failure to reimburse business expenses, including but not limited to
9 alleged violation of California Labor Code section 2802, and claims for alleged unlawful, unfair,
10 and/or fraudulent business practices under California Business and Professions Code § 17200, *et seq.*
11 arising from Defendant’s alleged failure to reimburse business expenses. Nothing in this Settlement
12 Agreement shall be construed to bar any claims by the Class Representative or Settlement Class
13 Members that may arise after the Class Period. The release given by this Settlement Agreement also
14 specifically excludes any claims the Plaintiff and Settlement Class Members may have that arise from
15 time periods in which they were not an Account Executive during the Class Period.

16 36. “Released Parties” means Defendant and each of its former and present parents,
17 subsidiaries, and affiliated corporations and entities, and each of their respective officers, directors,
18 employees, partners, insurers, shareholders and agents, and any other successors, assigns or legal
19 representatives.

20 37. “Reserve Fund” means \$10,000 to be set aside from the Total Settlement Sum to pay
21 Class Members who are not initially located, or to pay additional amounts determined to be due to
22 Class Members after payments are initially made from the Net Settlement Fund, or to be otherwise
23 distributed as provided for in this Settlement Agreement.

24 38. “Request for Exclusion” means the written notice a Class Member is required to submit
25 to the Settlement Administrator no later than the Notice Response Deadline to request exclusion from
26 the Settlement Class containing the information set forth in Paragraph 52.1 hereof.

27 39. “Settlement Administrator” means Simpluris Inc., or any other administrator mutually
28 agreed upon by the Parties.

1 40. “Settlement Agreement” means this Agreement, and all of its attachments and exhibits,
2 which the Parties understand and agree sets forth all material terms and conditions of the settlement
3 between them and which is subject to Court approval. It is understood and agreed that Defendant’s
4 obligations for payment under this Settlement Agreement are conditioned on, among other things, the
5 occurrence of the Settlement Effective Date.

6 41. “Settlement Award” means the total gross amount due to a Participating Settlement
7 Class Member, which shall be comprised of a Class Participation Minimum Reimbursement Award
8 and an Individual Expense Reimbursement Payment, which are described below in Paragraphs 54.3.1
9 and 54.3.2, respectively.

10 42. “Settlement Class” means the collective group of all Class Members who do not
11 request exclusion from the Class, and thus means the collective group of all the Class Members who
12 will become bound by the Judgment if the Settlement Effective Date occurs.

13 43. “Settlement Effective Date” means the date of (i) the Court’s order granting final
14 approval of the Settlement, if there are no objections to the settlement; (ii) if there are objections, then
15 upon the expiration of time for appeal of the Court’s final approval order; or (iii) if there is an appeal
16 by an objector from the Court’s final approval order, then upon the final resolution of any appeal from
17 the Court’s final approval order.

18 44. “Share Form” means the form which shall be enclosed with the Class Notice to be
19 mailed to Class Members, which shall be substantially in the form of Exhibit B attached hereto. Each
20 Share Form mailed to a Class Member will identify the number of Weeks Worked by the individual
21 based on Defendant’s records and the dates of employment, will provide the formula for determining
22 each Class Member’s pro rata share, and will estimate each Class Member’s pro rata share of the Net
23 Settlement Fund.

24 45. “Total Settlement Sum” means the total amount of eight hundred ninety eight thousand
25 six hundred dollars (\$898,600.00), which is the total and maximum amount that Defendant will pay
26 out for any and all purposes to any and all recipients as specified in this Settlement Agreement. This
27 total amount can only be increased in accordance with the provisions of Paragraph 58.2 below.
28

1 From the Total Settlement Sum, and subject to Court approval, Defendant shall pay Class
2 Counsel's actual litigation costs and expenses up to a maximum amount of fifteen thousand dollars
3 (\$15,000), and up to an additional two hundred ninety-nine thousand five hundred and thirty-three
4 dollars (\$299,533.00) (which is an amount equal to one-third of the Total Settlement Sum) for Class
5 Counsel's attorneys' fees. As set forth in Paragraph 53.1 of this Settlement Agreement, Class Counsel
6 will apply to the Court for, and Defendant does not oppose, approval of payment of those amounts of
7 costs, expenses, and attorneys' fees.

8 *49.1.2. Costs of Settlement Administration*

9 The costs of settlement administration, currently estimated at \$12,000, will also be paid from
10 the Total Settlement Sum. These costs shall not exceed \$15,000 in any event.

11 *49.1.3. Service Awards to Class Representatives*

12 From the Total Settlement Sum, and subject to Court approval, Defendant shall pay a service
13 award of \$5,000 to the Class Representative. Defendant does not oppose or object to the approval of
14 payment of this amount.

15 *49.1.4. Reserve Fund*

16 The Settlement Administrator will, with Court approval, set aside from the Total Settlement
17 Sum and administer, a Reserve Fund in the amount of \$10,000, to be available to pay any Class
18 Members who are not initially located, or to pay additional amounts determined to be due to Class
19 Members after payments are initially made from the Net Settlement Fund.

20 *49.1.5. Consideration to Participating Settlement Class Members.*

21 The Net Settlement Fund shall be used to pay all amounts due to Participating Settlement Class
22 Members based on their Weeks Worked according to the method of calculation and allocation of such
23 payments as specified in Paragraph 55.3 below. All monies in the Net Settlement Fund shall be
24 expended for that purpose, without any reversion to Defendant.

25 49.2. Except for the Service Awards to the Class Representative, all payments to
26 Participating Settlement Class Members under this Settlement Agreement are for unpaid business
27 expenses and interest. Each Plaintiff and Participating Settlement Class Member's individual
28

1 settlement payment shall be treated as expense reimbursement and interest in the following
2 proportions:

3 49.2.1. Eighty percent (80%) of such payments shall be for reimbursement of
4 allegedly unreimbursed business expenses incurred by Class Members and to be treated as wages for
5 tax purposes, and

6 49.2.2. Twenty percent (20%) of such payments shall be for interest on allegedly
7 unreimbursed business expenses.

8 49.3. Defendant will issue appropriate tax forms and reports to Participating
9 Settlement Class Members and governmental tax authorities based on the foregoing allocations. The
10 Parties will not offer or provide any tax advice to Class Members concerning their responsibility for
11 taxes, if any, on payments they receive.

12 50. Court Approval of Notice to the Class

13 50.1. Plaintiff shall promptly submit this Settlement Agreement to the Court together
14 with a Motion for Preliminary Approval of Settlement and Certification of Settlement Class.

15 Plaintiff's motion shall also seek an order:

- 16 a. Preliminarily approving the settlement;
- 17 b. Approving as to form and content the proposed Class Notice;
- 18 c. Approving as to form and content the proposed Share Form, and instructions;
- 19 d. Directing the mailing of the Class Notice, Share Forms, and instructions by first
20 class mail to Class Members;
- 21 e. Preliminarily certifying the Class for purposes of settlement and preliminarily
22 appointing Plaintiff and Plaintiff's Counsel as Class Representative and Class Counsel of the Class;
- 23 f. Preliminarily approving settlement administration services to be provided by the
24 Settlement Administrator;
- 25 g. Preliminarily approving the proposed service award to Plaintiff Chris Lange as
26 Class Representative;
- 27 h. Preliminarily approving the application for payment of reasonable attorneys'
28 fees, costs, and expenses to Class Counsel; and

1 i. Scheduling a fairness hearing on the question of whether the proposed
2 settlement should be finally approved as fair, reasonable, and adequate as to the members of the
3 Settlement Class.

4 50.2. Failure of the Court to enter the Preliminary Approval Order in its entirety or in
5 a substantially similar form will be grounds for the Parties to terminate the settlement and the terms of
6 this Settlement Agreement.

7 50.3. If the Court enters the Preliminary Approval Order, then at the resulting Final
8 Fairness Hearing, Plaintiff and Defendant through their respective counsel of record, shall address any
9 written objections from Class Members or any concerns from Class Members who attend the hearing
10 as well as any concerns of the Court, if any, and shall and hereby do, unless provided otherwise in this
11 Settlement Agreement, stipulate to final approval of this Settlement Agreement and entry of the
12 Judgment by the Court.

13 51. Class Notice and Settlement Distribution Procedure

14 51.1. Within ten (10) days of the Preliminary Approval Date, Defendant shall provide
15 to the Settlement Administrator information in electronic format regarding all Class Members,
16 including Last Known Addresses and telephone numbers, Social Security numbers, e-mail addresses,
17 and dates and weeks worked as an Account Executive, with specification of any periods of leave of
18 absence and suspension during the Class Period, and whether each Class Member is a current or
19 former employee of Defendant. Defendant will provide this information to the Settlement
20 Administrator only. The Settlement Administrator will provide Class Counsel with a roster that
21 includes identifying numbers that the Settlement Administrator has assigned to each Class Member
22 and the following data that corresponds to each identifying number: dates and weeks worked, and time
23 excluded for leaves of absence and suspension during the Class Period. Additionally, the parties will
24 provide the Settlement Administrator with a list of those former employee Class Members who
25 previously provided a personnel file request to Defendant through Class Counsel. The Settlement
26 Administrator will provide Class Counsel with a roster that includes these individual's names,
27 Settlement Administrator-assigned identification numbers, last known addresses and telephone
28 numbers, social security numbers, e-mail addresses (if any), and dates and weeks worked as an

1 Account Executive, with specification of any periods of leave of absence and suspension during the
2 Class Period for these individuals only.

3 51.2. Prior to mailing the Class Notices, the Settlement Administrator will update the
4 addresses for the Class Members using the National Change of Address database and other available
5 resources deemed suitable by the Settlement Administrator. To the extent this process yields an
6 Updated Address, that Updated Address shall replace the Last Known Address and be treated as the
7 new Last Known Address for purposes of this Settlement Agreement and for subsequent mailings in
8 particular.

9 51.2.1. The Settlement Administrator shall supply Defendant's Counsel with an
10 updated address list for the Class Members, reflecting any corrections or updates made by the
11 Settlement Administrator in the course of administering Class Notices to the Class. The Settlement
12 Administrator shall supply both Defendant's Counsel and Class Counsel with a copy of any challenge,
13 written objection, and/or any Request for Exclusion received from the any Class Member.

14 51.3. Unless the parties agree otherwise in writing or the Court so orders, the Class
15 Notices shall be mailed to the Last Known Address or Updated Address (if applicable) of the Class
16 Members by first class mail no later than the Notice Mailing Deadline. Attached to the Class Notices
17 will be a Share Form indicating the number of Weeks Worked for the receiving Class Member, based
18 on the information provided by Defendant, and the estimated Individual Expense Reimbursement
19 Payment for the respective Class Member. Enclosed with all Class Notices, Share Forms, and
20 instructions shall be a postage-prepaid envelope, pre-printed with the following address:

21 Ricoh Account Executive Class Action Administrator
22 c/o Simpluris Inc.

23 [Address of Settlement Administrator]

24 51.4. The Settlement Administrator will use all appropriate tracing methods to ensure
25 that the Class Notice packets are received by all Class Members. Any returned envelopes from the
26 initial mailing with forwarding addresses will be used by the Settlement Administrator to locate
27 missing Class Members and re-mail the Class Notice to the correct or Updated Address.

28 51.5. In the event that the first mailing of the Class Notice to any Class Member is
returned without a forwarding address, the Settlement Administrator will immediately conduct a

1 standard skip trace in an effort to ascertain the current address for the particular Class Member in
2 question. If a more recent or accurate address is found by this method, the Settlement Administrator
3 will resend the Notice to the Updated Address within three (3) calendar days of identifying the new
4 address information.

5 51.6. If no new information is ascertained by means of a skip trace, or if the Class
6 Notice is returned to the Settlement Administrator after using an address obtained from a standard skip
7 trace, the Settlement Administrator will immediately perform a manual “in-depth skip trace” to locate
8 a more recent or accurate address. If an Updated Address is identified by this method, the Settlement
9 Administrator will resend the Class Notice to the Updated Address within three (3) calendar days of
10 identifying the Updated Address.

11 51.7. At least five (5) days prior to the Final Fairness Hearing, the Settlement
12 Administrator shall prepare, and Class Counsel shall provide the Court, a declaration by the Settlement
13 Administrator of due diligence and proof of mailing of the Class Notices, and Share Forms required to
14 be mailed to Class Members by this Settlement Agreement, and of the delivery results of the
15 Settlement Administrator’s mailings including tracing and re-mailing efforts.

16 51.8. Class Members will have the right to challenge only the number of Weeks
17 Worked as shown on the Share Form. Challenges to the number of Weeks Worked listed on Share
18 Forms shall be sent directly to the Settlement Administrator at the address indicated on the Share
19 Form. No challenge to the number of Weeks Worked will be accepted unless postmarked within forty-
20 five (45) days after the mailing of Class Notice. Additional time may be provided to a Class Member
21 for good cause and within an amount of time determined by the Settlement Administrator that will not
22 delay the distribution of settlement payments to other Class Members. The Settlement Administrator
23 will inform Class Counsel and Defendant’s Counsel in writing of any timely filed challenges.
24 Challenges will be resolved without hearing by the Settlement Administrator, who will make a
25 decision based on Defendant’s records and any documents or other information presented by the Class
26 Member making the challenge, Class Counsel or Defendant. The Settlement Administrator’s
27 determination is final and binding without a right of appeal.

28

1 51.9. Unless a Class Member submits a valid and timely Request for Exclusion (as
2 described in Paragraph 52.1), he or she will automatically become a Participating Settlement Class
3 Member. In other words, Class Members shall not be required to take any action to receive payment
4 from the Net Settlement Fund.

5 52. Procedure for Requesting Exclusion and Objecting to the Settlement

6 52.1. Class Members who wish to opt out of this settlement shall notify the
7 Settlement Administrator in writing that they want to exclude themselves from (i.e., opt out of) the
8 Settlement Class. The written exclusion statement ("Request for Exclusion") must include the Class
9 Member's name, address, and last four digits of his/her Social Security number, and state, in writing,
10 the desire to be excluded. The Request for Exclusion must be postmarked no later than the Notice
11 Response Deadline, or as otherwise ordered by the Court, to be considered timely. Class Members
12 shall be permitted to rescind their Request for Exclusion in writing by submitting a rescission
13 statement to the Settlement Administrator no later than three (3) business days prior to the Final
14 Fairness Hearing, or as otherwise ordered by the Court.

15 52.2. Class Members who wish to object to this settlement must do so in writing, or in
16 any other manner ordered by the Court. Written objections must include the Class Member's name,
17 address, and last four digits of his/her Social Security number, and state the basis of the objection. All
18 written objections must be mailed to the Settlement Administrator and postmarked no later than the
19 Notice Response Deadline, or as otherwise ordered by the Court, to be considered timely. Class
20 Members shall be permitted to withdraw their objections in writing by submitting a withdrawal
21 statement to the Settlement Administrator no later than three (3) business days prior to the Final
22 Fairness Hearing, or as otherwise ordered by the Court.

23 52.3. The Settlement Administrator shall (a) date stamp all original Requests for
24 Exclusion and objections to the settlement that it receives; (b) serve copies on Class Counsel and
25 Defendant's Counsel no later than five (5) business days after receipt, or immediately if received
26 within five (5) business days of the Final Fairness Hearing; and (c) file the date-stamped originals with
27 the Clerk of the Court no later than five (5) business days prior to Final Fairness Hearing or
28 immediately if received less than five (5) business days prior to the Final Fairness Hearing.

1 52.4. The Settlement Administrator shall also (a) date stamp all original rescission of
2 request for exclusions and withdrawal of objection statements it receives; (b) serve copies on Class
3 Counsel and Defendant's Counsel no later than five (5) business days after receipt, or immediately if
4 received within five (5) business days of the Final Fairness Hearing; and (c) file the date-stamped
5 originals with the Clerk of the Court no later than five (5) business days prior to the Final Fairness
6 Hearing or immediately if received less than five (5) business days prior to the Final Fairness Hearing.

7 53. Motion for Final Approval and Final Fairness Hearing

8 53.1. Prior to the Final Fairness Hearing and consistent with the rules imposed by the
9 Court, Plaintiff shall move the Court for entry of the Order of Final Approval (and associated entry of
10 Judgment). Through this motion, Plaintiff shall advise the Court of the agreements in Paragraphs
11 49.1, 49.1.1 and 49.1.2. Plaintiff and Class Counsel shall be responsible for justifying the agreed upon
12 payments set forth in Paragraphs 49.1.1 and 49.1.2 of this Settlement Agreement. To the extent
13 possible the motion seeking entry of the Order of Final Approval shall be noticed for the same day as
14 the Final Fairness Hearing. The Parties shall take all reasonable efforts to secure entry of the Order of
15 Final Approval. If the Court rejects the Settlement Agreement, fails to enter the Order of Final
16 Approval, or fails to enter the Judgment, this Settlement Agreement shall be void *ab initio*, and
17 Defendant shall have no obligation to make any payments under the Settlement Agreement, except
18 that the Parties shall each be responsible for 50% of the costs of, and any payments due to, the
19 Settlement Administrator for services performed up to that time.

20 53.2. Class Counsel will submit a proposed Order for Final Approval and Judgment,
21 which shall include findings and orders:

22 53.2.1. Approving the settlement, adjudging the terms thereof to be fair,
23 reasonable, and adequate, reciting the release terms in full, and directing that the Settlement
24 Agreement terms and provisions be carried out;

25 53.2.2. Approving the payment of service awards to the Plaintiff as Class
26 Representative;

27 53.2.3. Approving Class Counsel's application for an award of attorneys' fees
28 and reimbursement of costs and litigation expenses; and

1 53.2.4. Providing that the Court will retain jurisdiction to oversee administration
2 and enforcement of the terms of the Settlement Agreement and the Court's orders.

3 53.3. Following entry of the Court's Order Granting Final Approval of Settlement,
4 the Parties will act to assure the timely execution and the fulfillment of all its provisions, including,
5 but not limited to, the following:

6 53.3.1. Should an appeal be taken from the final approval of the Settlement
7 Agreement, all Parties will support the approval order on appeal;

8 53.3.2. Class Counsel and Defendant's Counsel will assist the Settlement
9 Administrator as needed or requested in the process of identifying and locating Participating
10 Settlement Class Members entitled to payments from the Net Settlement Fund and assuring delivery of
11 such payments;

12 53.3.3. Class Counsel and Defendant's Counsel will assist the Settlement
13 Administrator as needed or requested in responding to late requests for payments from the Reserve
14 Fund and the fair administration of that Fund;

15 53.3.4. Class Counsel and Defendant's Counsel will cooperate with each other
16 and assist the Settlement Administrator as needed or requested in completing the distribution of any
17 residual amount from the Reserve Fund and/or uncashed checks, as specified below, to the designated
18 *cy pres* beneficiary; and

19 53.3.5. Plaintiff and Class Counsel will certify to the Court completion of all
20 payments required to be made by this Settlement Agreement as set forth in Paragraph 54.5 below.

21 54. Consideration to Participating Settlement Class Members

22 54.1. Only Participating Settlement Class Members are entitled to receive payment
23 under this Settlement Agreement.

24 54.2. *Timing of Payment to Participating Settlement Class Members:*

25 54.2.1. Within ten (10) days after the Settlement Effective Date, Defendant shall
26 transmit payment of the Total Settlement Sum to the Settlement Administrator for deposit into an
27 interest-bearing account established and maintained by the Settlement Administrator.
28

1 54.2.2. The Settlement Administrator shall, within fifteen (15) days after the
2 Settlement Effective Date, make the final calculation of payments from the Net Settlement Fund.
3 Upon completion of its final calculation of payments, and at least five (5) days prior to the distribution
4 of payments to Participating Settlement Class Members from the Net Settlement Fund, the Settlement
5 Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amount
6 of all payments to be made to each Participating Settlement Class Member (identifying the named
7 plaintiff and each individual who previously provided a personnel file request through Class Counsel
8 by name, and all other Participating Class Members not by name but by the same identification
9 numbers as the roster described in Paragraph 51.1 above) from the Net Settlement Fund.

10 54.3. *Individual Settlement Awards will be calculated as follows:*

11 54.3.1. Each Participating Settlement Class Member shall receive a Class
12 Participation Minimum Reimbursement Award of \$100.00.

13 54.3.2. Each Participating Settlement Class Member will also receive an
14 Individual Expense Reimbursement Payment equal to his or her pro-rata share of the Expense
15 Reimbursement Payments Fund according to his or her Weeks Worked.

16 54.3.3. In calculating the Individual Expense Reimbursement Payments, Weeks
17 Worked by Participating Settlement Class Members shall include holiday, vacation, and sick days, but
18 exclude leaves of absence and suspensions.

19 54.3.4. Weeks Worked shall be determined by the Settlement Administrator
20 based on employment records to be provided by Defendant, as may be modified by the Settlement
21 Administrator's resolution of any challenges pursuant to Paragraph 52.8.

22 54.4. The Settlement Administrator shall make settlement payments due to
23 Participating Settlement Class Members under this Agreement, as well as Service Awards to the
24 Plaintiff by issuing one check (or more if necessary for administrative convenience) payable to each
25 Participating Settlement Class Member, in the amount of his or her relevant Settlement Award,
26 consisting of a Class Participation Minimum Reimbursement Award and pro rata portion of the
27 Expense Reimbursement Payment Fund, from the account funded by Defendant, less relevant
28 withholdings. The Settlement Administrator shall mail said check(s), and any necessary tax reporting

1 forms, to each Participating Settlement Class Member at his or her Last Known Address, or Updated
2 Address if obtained.

3 54.5. Following the mailing of the payments to Participating Settlement Class
4 Members discussed in Paragraph 54.4, the Settlement Administrator shall provide a declaration of
5 payment, which Class Counsel will file with the Court and serve on Defendant within thirty (30) days
6 of mailing the payments to Participating Settlement Class Members, Plaintiff, and Class Counsel.

7 54.6. Participating Settlement Class Members who are sent payments shall have
8 ninety (90) calendar days after mailing by the Settlement Administrator to cash their settlement
9 checks. If such Participating Settlement Class Members do not cash their checks within that period,
10 those checks will become void and a stop payment will be placed on the uncashed checks. In such
11 event, those Participating Settlement Class Members will be deemed to have waived irrevocably any
12 right in or claim to a settlement payment; however, the Settlement Administrator may, in its discretion
13 and for good cause, and without appeal to or right of review by the Court, agree to make full or partial
14 payment of the amounts calculated to be due to such Participating Settlement Class Members out of
15 the Reserve Fund. All amounts remaining from voided and uncashed checks after deduction of costs,
16 including stop payment charges, shall be added to the Reserve Fund. Whether or not such
17 Participating Settlement Class Members receive any payment from the Reserve Fund, this Settlement
18 Agreement shall be binding upon them.

19 55. Distribution of Residual

20 55.1. Should there remain any residual from the Net Settlement Fund and/or the
21 Reserve Fund after all payments are made under this Settlement Agreement, for example, if any
22 settlement checks are not cashed within ninety (90) calendar days after mailing or unclaimed amounts
23 remain from the Reserve Fund after six (6) months from the Settlement Effective Date, the residual
24 amount shall be used first to pay the employer's share of applicable payroll taxes owed on payments
25 made to Plaintiff and Participating Settlement Class Members, if any. If any residual is insufficient to
26 pay all the employer share of the payroll taxes, Defendant shall be responsible for paying the balance.
27 If any residual is sufficient to pay all the payroll taxes, any remaining balance shall be paid as an
28 award to the *cy pres* beneficiary.

1 55.2. The Parties agree, subject to Court approval, that the “child advocacy” *cy pres*
2 beneficiary per California Code of Civil Procedure § 384(b) is the Los Angeles Chapter of the Juvenile
3 Diabetes Research Foundation.

4 55.3. Any costs associated with administering the residual (e.g., bank stop payment
5 charges, settlement administration costs associated with the Reserve Fund) or payments to the *cy pres*
6 beneficiary will be deducted from the residual before donation of the *cy pres* funds.

7 55.4. No later than six (6) months and one (1) week after the Settlement Effective
8 Date, the Claims Administrator shall pay over any residual including any residue in the Reserve Fund
9 to the *cy pres* beneficiary designated by the process described above. The Claims Administrator shall
10 provide a declaration of payment to the *cy pres* beneficiary, which will be filed with the Court and
11 served on Class Counsel within ten (10) days of payment of the residual to such beneficiary.

12 56. Releases

13 56.1. Upon the Settlement Effective Date, Plaintiff and each of the Settlement Class
14 Members (and only these persons) shall be deemed to have, and by operation of the Judgment shall
15 have, fully, finally, and forever released, dismissed with prejudice, relinquished and discharged all
16 Released Claims.

17 56.2. In exchange for his receipt of a service award as described in Paragraph 49.1.3,
18 the Class Representative agrees to a general release of all claims he might have against the Released
19 Parties based on or arising from his employment with Defendant. The Class Representative waives all
20 rights and benefits afforded by California Civil Code section 1542 and does so understanding the
21 significance of that waiver. Section 1542 provides:

22 A general release does not extend to claims which the creditor does
23 not know or suspect to exist in his or her favor at the time of executing
24 the release, which if known by him or her must have materially affected
25 his or her settlement with the debtor.

26 In order to achieve a full and complete release of Defendant of all claims arising from this lawsuit,
27 Class Representative acknowledges that this Settlement Agreement is meant to include in its effect all
28 claims that were asserted in this action, including claims the Class Representative does not know or

1 suspect to exist in his favor against Defendant. Plaintiff also agrees to not seek further employment
2 with the Released Parties and waives any right to be hired by the Released Parties.

3 56.3. If Defendant so instructs the Settlement Administrator, checks in payment of
4 amounts due to Participating Settlement Class Members may contain a brief statement of waiver of
5 claims released pursuant to this Settlement Agreement as part of the endorsement language. Class
6 Counsel's approval of the endorsement language shall be required, and shall not be unreasonably
7 withheld.

8 57. Preliminary Timeline for Completion of Settlement

9 57.1. The preliminary schedule for notice, approval, and payment procedures carrying
10 out this settlement is below. The schedule may be modified depending on whether and when the
11 Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event
12 of such modification, the Parties shall cooperate in order to complete the settlement procedures as
13 expeditiously as reasonably practicable.

14 57.1.1. Preliminary Approval Hearing before the Court on or before August 18,
15 2014, if permitted by the Court;

16 57.1.2. Defendant to provide names, Social Security numbers, addresses, phone
17 numbers, e-mail addresses, and weeks worked (exclusive of leaves of absence and suspensions) of all
18 Class Members to Settlement Administrator no later than ten (10) days after Preliminary Approval;

19 57.1.3. Settlement Administrator to mail the Class Notice, Share Form, and
20 instructions (as applicable) by first class mail to Class Members no later than twenty (20) days after
21 Preliminary Approval;

22 57.1.4. Settlement Administrator to conduct trace/search efforts and send a
23 follow up mailing, no later than thirty (30) days after initial mailing, to individuals whose Class Notice
24 was returned as undeliverable or whose listed address is found to be inaccurate or outdated.

25 57.1.5. Requests for Exclusion or objections to the Settlement must be
26 postmarked no later than sixty (60) days after the date of mailing of the Class Notice;

27 57.1.6. Settlement Administrator to file with the Court and serve on the Parties
28 any Request for Exclusion and/or written objections or statements of intention to object to the

1 Settlement received from Class Members, and will also file with the Court and serve on the Parties its
2 certification of the completion and results of the Class Notice, and related processes, no later than five
3 (5) days before Final Approval Hearing, or in the case of late-received Requests for Exclusion,
4 objections or statements, immediately upon receipt thereof;

5 57.1.7. Class Counsel will file a timely motion for final approval of settlement,
6 including Class Counsel's application for award of attorneys' fees and costs before the Final Approval
7 Hearing;

8 57.1.8. Final Approval Hearing before the Court will occur approximately 100
9 days after the entry of the Preliminary Approval Order, or as soon thereafter as the Court will hear the
10 Motion for Final Approval;

11 57.1.9. Payments to Plaintiff's Counsel for litigation costs and expenses and
12 awarded attorneys' fees, and service award to the Class Representative, will be made within five (5)
13 days of the Settlement Effective Date; and

14 57.1.10. Settlement checks will be issued to Participating Settlement Class
15 Members by mail within thirty (30) days of the Settlement Effective Date.

16 58. Miscellaneous Provisions

17 58.1. *Voiding or Modifying the Settlement Agreement:* This Settlement Agreement
18 may not be changed, altered or modified, except in writing and signed by the Parties hereto, and
19 approved by the Court. This Settlement Agreement may not be discharged except by performance in
20 accordance with its terms or by a writing signed by the Parties hereto. Defendant may, at its option,
21 void the Settlement Agreement in the event five percent (5%) or more of the Class Members fail to
22 timely rescind a valid submitted Request for Exclusion.

23 58.2. *Representations Regarding Class Data:* Plaintiff enters into this agreement
24 based on Defendant's presentation that there are two hundred fifty (250) Class Members. In the event
25 the actual number of Class Members exceeds two hundred and fifty (250) by more than ten percent
26 (10%) (i.e., if the actual number exceeds 275), the Total Settlement Sum will be increased by that
27 percentage exceeding ten percent (10%) (e.g., if the actual number of Class Members reached 280, a
28 12% increase from 250, the Total Settlement Sum would increase by 12%).

1 58.3. *Parties' Authority:* The signatories hereby represent that they are fully
2 authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and
3 conditions hereof.

4 58.4. *Mutual Full Cooperation:* The Parties agree to fully cooperate with each other
5 to accomplish the terms of this Settlement Agreement, including but not limited to, executing such
6 documents and taking such other action as may reasonably be necessary to implement the terms of this
7 Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including
8 all efforts contemplated by this Settlement Agreement and any other efforts that may become
9 necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set
10 forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall,
11 with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
12 Court's preliminary and final approval of this Settlement Agreement.

13 58.5. *No Admission of Liability or Wrongdoing; Inadmissibility of Settlement:*
14 Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or
15 deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant.
16 Each of the Parties hereto has entered into this Settlement Agreement with the intention to avoid
17 further disputes and litigation and its attendant inconvenience and expense. By entering into this
18 Agreement, none of the Parties intends to render it, or consent to its becoming, admissible in evidence
19 in any other proceeding. Notwithstanding the preceding sentence, this Settlement Agreement shall be
20 admissible in any action or proceeding to approve, interpret or enforce this Settlement Agreement.
21 The Parties agree that this paragraph is not intended to limit in any way any protections afforded by
22 Federal Rules of Evidence 408, 501 or any similar, applicable federal, state or local statute or rule
23 regarding admissibility of this Settlement Agreement.

24 58.6. *Notices:* Unless otherwise specifically provided herein, all notices, demands or
25 other communications given hereunder shall be in writing and shall be deemed to have been duly
26 given as of the third business day after mailing by United States registered or certified mail, return
27 receipt requested, addressed as follows:
28

1 To Class Counsel:

2 Laura L. Ho
3 GOLDSTEIN BORGEN DARDARIAN & HO
4 300 Lakeside Dr., Ste. 1000
5 Oakland, CA 94612
6 Tel: (510) 763-9800
7 Fax: (510) 835-1417
8 Email: lho@gdblegal.com

9 To Defendant:

10 John R. Giovannone
11 SEYFARTH SHAW LLP
12 333 South Hope Street, Suite 3900
13 Los Angeles, CA 90071
14 Tel: (213) 270-9600
15 Fax: (213) 270-9601
16 Email: jgiovannone@seyfarth.com

17 If the identity of the person(s) to be notified for any party change or their address changes, that
18 party shall notify all other Parties of said change in writing.

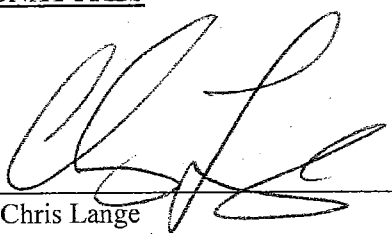
19 58.7. *Captions and Interpretations:* Paragraph titles or captions contained herein are
20 inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe
21 the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement
22 Agreement is contractual and not merely a recital. The Parties hereto agree that the terms and
23 conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations
24 between the Parties supervised by an experienced employment law mediator and that this Settlement
25 Agreement shall not be construed in favor of or against any Party by reason of the extent to which any
26 Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

27 58.8. *Integration Clause:* This Settlement Agreement contains the entire agreement
28 between the Parties relating to the settlement and transaction contemplated hereby, and all prior or
contemporaneous agreements, understandings, representations, and statements, whether oral or written
and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be
waived except in writing.

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SIGNATURES

Dated: July 21, 2014

By: 
Chris Lange
Plaintiff

Dated: July __, 2014

GOLDSTEIN, BORGEN, DARDARIAN & HO
By: _____
Laura L. Ho
Attorney for Plaintiff

Dated: July __, 2014

HAMMONDLAW, PC
By: _____
Julian Hammond
Attorney for Plaintiff

Dated: July __, 2014

RICOH AMERICAS CORPORATION
By: _____
Michaune D. Tillman
Association General Counsel and Vice
President Litigation
Defendant Ricoh Americas Corporation

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SIGNATURES

Dated: July __, 2014

By: _____
Chris Lange
Plaintiff

Dated: July 21, 2014

GOLDSTEIN, BORGEN, DARDARIAN & HO
By: _____
Laura L. Ho
Attorney for Plaintiff

Dated: July __, 2014

HAMMONDLAW, PC
By: _____
Julian Hammond
Attorney for Plaintiff

Dated: July 21, 2014

RICOH AMERICAS CORPORATION
By: _____
Michaune D. Tillman
Association General Counsel and Vice
President Litigation
Defendant Ricoh Americas Corporation

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SIGNATURES

Dated: July __, 2014

By: _____
Chris Lange
Plaintiff


Dated: July __, 2014

GOLDSTEIN, BORGEN, DARDARIAN & HO

By: _____
Laura L. Ho
Attorney for Plaintiff

Dated: July 22, 2014

HAMMONDLAW, PC

By:  _____
Julian Hammond
Attorney for Plaintiff

Dated: July 21, 2014

RICOH AMERICAS CORPORATION

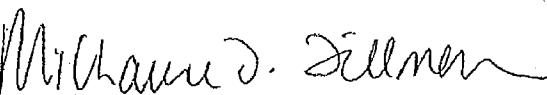
By:  _____
Michaune D. Tillman
Association General Counsel and Vice
President Litigation
Defendant Ricoh Americas Corporation

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT & [date] FAIRNESS HEARING

Chris Lange, individually and on behalf of all others similarly situated v. Ricoh Americas Corporation, a New York Corporation, Case No. RG13682710

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

If you were employed by Ricoh Americas Corporation as an Account Executive, as defined under heading 1 below, in the State of California at any time during the period of June 7, 2009 through [Preliminary Approval Date], you could receive a payment from a proposed class action settlement.

This Notice was authorized by the Court. This is not a solicitation from a lawyer.

You are not being sued. Read this Notice carefully. Your legal rights are affected whether you act or not.

- A settlement has been reached between a former Account Executive, Plaintiff Chris Lange (“Plaintiff”), individually and on behalf of the Class, and Defendant Ricoh Americas Corporation, a New York Corporation (“Ricoh”).
- The settlement resolves a class action lawsuit alleging Ricoh failed to reimburse California Account Executives for business expenses incurred while they carried out their daily sales duties away from Ricoh’s office locations. Ricoh denies all the claims and contentions alleged in the lawsuit and maintains it has fully complied with the law.
- The parties have reached a settlement to avoid the costs and risks of litigation. The settlement provides cash payments to Participating Settlement Class Members based on the number of Weeks Worked for Ricoh as an Account Executive in California during the Class Period as described below.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|--|--|
| AUTOMATIC INCLUSION | If as of <u>June 7, 2009</u> , you were employed by Ricoh as an Account Executive or in a similar outside sales position, you do not need to do anything to participate in the Settlement. If you do nothing, you will receive a payment automatically if the Court approves the proposed settlement. |
| REQUEST EXCLUSION FROM THE SETTLEMENT | If you wish to be excluded from the settlement, you must submit a written Request for Exclusion according to the instructions contained in this Notice. If you submit a Request for Exclusion, you will not be bound by the Settlement (including, but not limited to the Released Claims provision described under heading 5) but you will not receive any payment pursuant to the settlement. |
| DO NOTHING | If you were employed in California by Ricoh as an Account Executive or in a similar outside sales position at any point between June 7, 2009 and <u> </u> and do nothing in response to this notice, you will receive a payment based on the number of Weeks Worked identified in the enclosed Share Form and will give up the right to bring or participate in any similar action that may be filed against Ricoh. |

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

OBJECT

You may also object and tell the Court why you don't like the settlement. If the Court approves the settlement despite your objection, you will still be bound by the settlement.

- **Your options are more fully explained in this notice below. The deadline to submit an objection or request exclusion is [60 days from date of mailing].**

1. Why did I receive this notice?

The Plaintiffs and Ricoh have entered into a Joint Stipulation and Class Action Settlement Agreement ("Settlement Agreement") that will, if finally approved by the Court, fully resolve this case. The Settlement Agreement sets forth the details of the settlement. You may obtain a copy of the Settlement Agreement from either the Settlement Administrator or Class Counsel. (Details concerning where to get additional information, including a copy of the Agreement, are provided at the end of this Notice.) The proposed Settlement Agreement has been submitted to the Court, and has been preliminarily approved for settlement purposes only. The Court also appointed the law firms of Goldstein Borgen Dardarian & Ho and HammondLaw as Class Counsel to represent you and the Settlement Class.

Ricoh's records show that you are a Member of the Class preliminarily approved by the Court, which is defined as follows:

All persons who have been employed by Ricoh Americas Corporation in California as an Account Executive and/or in a similar outside sales job capacity at any time from June 7, 2009 through [Preliminary Approval Date].

As a Class Member, you may be entitled to share in the funds to be made available for settlement of this class action. You are not being sued and you will not be individually responsible for any of the attorneys' fees or costs of the litigation as the settlement requires those amounts to be paid from the Total Settlement Sum paid by Ricoh. However, your rights will be affected by the Settlement Agreement described in this Notice whether you act or not. This Notice explains the lawsuit, the settlement and your legal rights.

The Court must finally approve the terms of the settlement described below as fair and reasonable to the Settlement Class, before it will take effect. This process will take approximately four (4) months. If approved, the settlement will affect all Class Members who do not exclude themselves from the Settlement Class. An Administrator that has been appointed by the Court will make all approved settlement payments after the Court orders them. Those settlement payments are described in this Notice.

2. This Action – What is the case about?

On June 7, 2013, Chris Lange, an Account Executive, filed a class action complaint in the Superior Court of California, County of Alameda. The Plaintiff, individually and on behalf of all other Account Executives, alleged that Account Executives were not fully reimbursed for day-to-day business expenses that they incurred while working for Ricoh, including vehicle usage costs (i.e., mileage), cellular phone use, and office supplies in violation of the California Labor Code, and that Ricoh engaged in unfair business practices in violation of Business & Professions Code §§ 17200 *et seq.* Ricoh denies all the claims and contentions alleged in the lawsuit and maintains it has fully complied with the law. The Court has not ruled on whether Ricoh violated the law as Plaintiff alleges, but Plaintiff and Ricoh have agreed on the settlement terms described below.

3. What are the settlement terms and how much can I expect to receive if I participate?

a. Overall summary of settlement terms

Ricoh will pay eight hundred ninety eight thousand and six hundred dollars (\$898,600) to settle this case (the "Total Settlement Sum"). From that amount, payments will be made to Class Counsel for attorneys' fees and costs, to the Settlement Administrator for administration costs, to the Named Plaintiff for his representation of the Class and to a Reserve Fund (of \$10,000) established to provide payments to certain Class Members who, through no fault of their own, cannot be located or fail to respond in a timely manner. The amounts of these various payments are described in this Notice below. After deduction of these amounts, the remainder – the "Net Settlement Fund" – of approximately \$ _____, will be distributed to Participating Settlement Class Members. The maximum dollar amount that an individual Class Member – one who worked as an Account Executive throughout the entire Class Period – can receive if he or she participates in the Settlement, assuming 100% participation, is estimated to be \$ _____. Assuming 100% participation, the average amount that each Participating Settlement Class Member will receive is estimated to be \$ _____. [amounts to be provided by administrator]

Your individual Settlement Award will be based on your status as a Participating Settlement Class Member and the number of compensable weeks you worked as an Account Executive for Ricoh during the Class Period ("Weeks Worked"), as a pro-rata percentage of the total weeks worked by all Ricoh Account Executives during the Class Period.

b. Calculation of individual class member payments

The following formula will be used to calculate your individual Settlement Award:

- (1) For participating in the settlement, you will receive a \$100.00 Class Participation Minimum Reimbursement Award.
- (2) You will also receive an Individual Expense Reimbursement Payment from the Expense Reimbursement Payment Fund, which is the Net Settlement Fund less all paid Class Participation Minimum Reimbursement Awards.
 - i. Your Individual Expense Reimbursement Payment will be calculated based on the number of weeks you worked as an Account Executive for Ricoh during the Class Period, including holidays, vacation and sick days, but excluding leaves of absence and suspensions. Your total Weeks Worked will be divided by the total weeks worked of the entire Participating Settlement Class. The resulting fraction or percentage is your pro-rata share of the Expense Reimbursement Payment Fund of, assuming 100% participation, approximately \$ _____.
 - ii. Your Individual Expense Reimbursement Payment will be calculated by multiplying your pro-rata share by the amount of the Expense Reimbursement Payment Fund.
- (3) Your total individual Settlement Award is the sum of your \$100 Class Participation Minimum Reimbursement Award and your Individual Expense Reimbursement Payment.

c. Who will receive settlement payments?

Any Class Member who was employed by Ricoh in California as an Account Executive and/or in a similar outside sales job capacity at any time from June 7, 2009 through [Preliminary Approval Date]

will automatically receive a settlement payment unless he or she submits a valid and timely Request for Exclusion.

d. How much can I expect to receive?

The enclosed Estimated Payment Form ("Share Form") lists the amount you can expect to receive if you participate in the settlement. This sum is based on Ricoh's records of your Weeks Worked as an Account Executive and/or similar outside sales job position during the Class Period. You have a right to challenge your Weeks Worked information by following the instructions on the Share Form. All challenges must be submitted by **[45 days after initial mailing]**, 2014. All Weeks Worked disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision will be final and binding.

The estimated payment amount may be reduced or increased, however, based upon the information contained in the Share Form, the number of Claim Forms returned, challenges to Weeks Worked, decisions of the Settlement Administrator regarding such challenges, the number of Participating Settlement Class Members, the number of Request for Exclusion submitted, whether additional class members are identified or come forward, the potential reallocation of some of the unclaimed funds to Participating Settlement Class Members and the terms of the Court's final approval order.

(1) Applicable Tax Withholding and Responsibility for Taxes

Settlement Awards to Participating Settlement Class Members are allocated for tax purposes as follows: (1) 80% of each payment will be considered as reimbursement of unreimbursed business expenses; and (2) 20% of the payment will be treated as interest. In accordance with applicable tax laws, required tax withholdings will be taken from each Participating Settlement Class Members' payment and remitted to the appropriate taxing authorities. Ricoh will pay the employer's share of employment-related taxes as required by applicable law, separately from the Settlement Fund (however, as described more fully in the next section, funds from uncashed settlement checks may be directed towards the payment of such taxes). Participating Settlement Class Members will be responsible for the tax consequences of all payments received by them, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The Parties to the case cannot provide and will not provide any advice regarding tax obligations. You should seek tax advice as to any amounts you receive pursuant to the Settlement from your own tax advisor.

(2) Unclaimed Amounts/Uncashed Checks

The Net Settlement Fund shall be distributed to all Participating Settlement Class Members. All settlement checks that are not cashed or deposited within ninety (90) days of issuance will be void. Any uncashed check funds then will be added to the Reserve Fund. Monies remaining in the Reserve Fund after six (6) months will be used to pay the Ricoh's share of any applicable payroll taxes on the settlement payments. Any remaining balance will then be donated to worthy non-profit organizations proposed by the Parties and approved by the Court. No unclaimed funds or unclaimed check amounts will be returned to Ricoh.

e. Additional payments to the Named Plaintiffs

The Court has also preliminarily approved a Service Award payment of \$ [redacted] to the Named Plaintiff. The service awards will be paid from the Total Settlement Sum, which will slightly reduce any payment made to should you choose to remain a Participating Settlement Class Member. This service award is sought to compensate the Named Plaintiff for his risk incurred and time and efforts in assisting with the prosecution of the Action on behalf of the Class Members and in return for executing a General Release

of all Claims against the Released Parties, which is broader than the release applicable to the Settlement Class Members who are not Named Plaintiffs.

f. Attorneys' fees and costs for the Class Counsel

The Court has preliminarily and conditionally approved the following law firms and attorneys as Class Counsel:

**GOLDSTEIN, BORGEN
DARDARIAN & HO**
Laura L. Ho, Esq.
Nancy Hanna, Esq.
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
Telephone: 1-800-822-5000
www.gbdhlegal.com

HAMMONDLAW LLP
Julian Hammond, Esq.
1180 South Beverly Drive, Suite 601
Los Angeles, California 90035
Telephone: (310) 601-6766

You do not need to pay individually any portion of Class Counsel's attorneys' fees and costs. All payments for those attorneys' fees and costs will be deducted from the Total Settlement Sum, which will reduce any payment made to you should you choose to remain a Participating Settlement Class Member. Class Counsel will apply to the Court for final approval of their attorneys' fees and costs. The attorneys for the Class will ask for reimbursement of their costs of up to \$15,000 actually incurred in litigating this case and for fees of up to one third of the Settlement Amount. The actual amount awarded will be determined by the Court to ensure that the amount of attorneys' fees and costs is reasonable, and will be paid from the Total Settlement Sum provided by Ricoh.

g. Settlement Administration Costs

Costs incurred by the Settlement Administrator in connection with providing Notice to the Class, receiving and determining challenges to estimated settlement payment amounts, receiving and forwarding to the Court and the Parties Requests for Exclusion and objection letters received, if any, and calculating and distributing payments due to Participating Settlement Class Members and others entitled to settlement payment under the terms of the Settlement Agreement as approved by the Court, will be paid from the Total Settlement Sum up to a maximum of \$15,000. The Settlement Administrator's name and contact information is provided below in this Notice.

h. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the Settlement Agreement based on its finding that the settlement is reasonable, fair, and adequate for the Class. The amounts of those payments may be adjusted by the Court.

4. What Are My Options?

You may exclude yourself from the settlement, object to the settlement, or do nothing.

If you want to participate in the settlement, you do not have to anything. You will receive your Settlement Award automatically if the Settlement is approved by the Court. You also have the right to exclude yourself from the Settlement Class. Finally, you may have a right to object to the settlement. The option you choose affects whether you receive a settlement payment and whether you give up certain rights. These options are also summarized in the chart on the first page of this Notice.

a. **What do I have to do in order to receive a settlement payment?**

In order to receive a settlement payment, you do not have to take any affirmative steps, but you may not submit a Request for Exclusion. If you do not submit a Request for Exclusion, your Individual Settlement Award will be calculated for you and paid automatically.

b. **Can I request to be excluded from the Settlement?**

You, or any Class Member, can, if you wish, exclude yourself from the Settlement. If you do so, you will not receive a Settlement Award and will not be subject to the terms of the Settlement Agreement.

You may exclude yourself from the proposed settlement by taking the following steps:

- (1) You must mail a written statement containing your name and address, and the last four digits of your Social Security number and state your desire to be excluded from the Settlement Class to the Settlement Administrator, whose name and address is listed below.
- (2) The request must be postmarked by [60 days after date of mailing of Notice].

You cannot both exclude yourself and obtain a Settlement Award, and you cannot both exclude yourself and object to the settlement. If you exclude yourself, you will not receive a Settlement Award. If you submit a Request for Exclusion and submit an objection to the settlement, your objection will not be considered.

You may also rescind your request to be excluded from the settlement up to three days prior to [Final Fairness Hearing date]. The rescission of your request must be submitted in a written statement to the Settlement Administrator.

c. **How do I object to the settlement?**

If you are satisfied with the proposed settlement, you do not need to express your views or appear at the hearing at which the Court will consider final approval of the settlement. However, if you wish to object to the proposed settlement you must take the steps below. Your failure to do so will be deemed a waiver of your objections and you will not be permitted to appear at the hearing at which the Court will consider whether to grant final approval:

- (1) You must mail a written statement to the Settlement Administrator listed below. The Settlement Administrator will send a copy of your objection to all Parties involved in the case and to the Court.
- (2) The written statement MUST include: your name, address and last four digits of your Social Security number, and state the basis for your objection. You may appear at the final approval hearing personally, or through your own counsel, paid for at your own expense.
- (3) The written statement must be postmarked by [60 days after mailing of Notice].

If you have satisfied the requirements set forth above, you have the right to address the Court at the hearing scheduled for [INSERT DATE AND TIME OF THE HEARING] before the Honorable Wynne Carvill, Alameda County Superior Court Judge, Administrative Building, Department 21, 1221

Oak St., Oakland, CA, 94612. For your objections to be considered, you cannot also submit a Request for Exclusion.

5. Released Claims – What Will I Give Up if I Participate in the Settlement?

The settlement relates to the time that you worked as an Account Executive for Ricoh during the Class Period, and to any and all claims related to allegedly unreimbursed business expenses. Specifically, if the proposed Settlement is approved, all Class Members who have not requested exclusion (“Settlement Class Members”) will be considered to have released Ricoh (including each of its former and present parents, subsidiaries, and affiliated corporations and entities, and each of their respective officers, directors, employees, partners, insurers, shareholders and agents, and any other successors, assigns or legal representative -- collectively, the “Released Parties”) from any and all claims, causes of action or demands that (a) were asserted in this Action, or (b) that arise from or are reasonably related to this Action or are reasonably related to any of the allegations in Plaintiff’s Complaint, even if such claims were not asserted in this Action, including but not limited to: claims against Defendant for alleged failure to reimburse business expenses, including but not limited to alleged violation of California Labor Code section 2802, and claims for alleged unlawful, unfair, and/or fraudulent business practices under California Business and Professions Code § 17200, et seq. arising from Defendant’s alleged failure to reimburse business expenses (collectively, the “Released Claims”). The Settlement Class Members will be permanently barred from suing or otherwise making a claim against any of the Released Parties regarding the Released Claims.

Class Members who do not exclude themselves from the settlement will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

6. Will I be subject to discipline based on whether I participate in the settlement?

No. California law protects individuals and employees from retaliation based on their decision to participate or not participate in a class action settlement. Ricoh is prohibited by law from retaliating in any way based on your decision to participate or not participate in the settlement. Your decision to participate, not participate, or object in this Settlement will not impact your employment with Ricoh or Ricoh’s treatment of you as a former employee.

7. Where can I get additional information?

This Notice only summarizes this lawsuit, the settlement, and related matters. For more information, please contact the following court-appointed neutral third party Settlement Administrator:

Ricoh Americas Account Executive Settlement Administrator

c/o [insert name]

[Address]

[email address]

Toll free telephone number: (800) xxx-xxxx

You are also welcome to visit Class Counsel’s website at www.gbdhlegal.com where the Settlement Agreement in its entirety, and this Notice are posted. You may also call Class Counsel at 1-800-822-5000, or otherwise contact them at the addresses listed on page 5 above.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online at the Alameda County Superior Court’s website, known as “Domain Web,” at

<https://publicrecords.alameda.courts.ca.gov/prs>. After arriving at the website, click the "Search by Case Number" link, then enter RG13682710 as the case number and click "Search." Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

EXHIBIT B

Estimated Share Form and Challenge Instructions
For Class Members

For Class Members Employed by Ricoh Americas Corporation as an Account Executive or similar outside sales job in California at any time between June 7, 2009 through [Preliminary Approval Date]

Chris Lange, individually and on behalf of all others similarly situated v. Ricoh Americas Corporation, a New York Corporation, Case No. RG13682710, Superior Court of the State of California, County of Alameda

Your estimated share of the settlement in this case is \$ _____. This estimate is based on your dates of employment as an Account Executive, or similar outside sales position, from June 7, 2009 to [Preliminary Approval Date].

If you agree with the dates of employment listed on Page 2 of this Form and wish to both receive a settlement payment and be bound by the settlement terms, you do not need to submit this form or respond to the Notice of Proposed Class Action Settlement in any way.

If you do not agree with the dates of employment listed on Page 2 of this Form, you may submit the Challenge Form.

TO CHALLENGE YOUR LISTED DATES OF EMPLOYMENT AS AN ACCOUNT EXECUTIVE DURING THE CLASS PERIOD, THIS FORM MUST BE SIGNED AND POSTMARKED NOT LATER THAN [DATE 45 DAYS AFTER MAILING].

Mail to:
RicoH Americas Account Executive Settlement Administrator
[insert address]

Important:

1. You do NOT have to submit this form if you believe the dates of employment listed below are accurate.
2. It is strongly recommended that you keep proof of timely mailing for your records until receipt of your settlement payment.
3. If you change your mailing address, please send your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Dates of Employment

<<Name>>

<<Address>>

<<City>>, <<State> <Zip>>

() _____ -- _____
Home Telephone Number

Your Weeks Worked

| | |
|---|--|
| Ricoh's payroll records show that during the Class Period of June 7, 2009 through [Date of Preliminary Approval], you held an Account Executive or other outside sales position in California for the following time period(s): | During this time, you were on leave of absence or suspension for ___ days during the following time period(s): |
| <<Dates>> | <<Dates>> |

Your pro-rata share of the Expense Reimbursement Payment Fund (as defined in the accompanying Notice) is: ___%

The Expense Reimbursement Payment Fund is estimated to be \$_____.

Your Estimated Payment

Your total Settlement Award is currently estimated at \$_____. This consists of a lump sum of \$100 as a Class Participation Award plus your pro-rata share of the Expense Reimbursement Payment Fund, which is currently estimated to be \$_____. This amount may increase or decrease depending on factors such as, but not limited to, the outcome of any challenge by Class Members to their dates of employment and the number of opt outs, if any.

Challenge Form

Check the box below ONLY if you wish to challenge the dates listed on Page 2. All fields on this Challenge Form must be complete for your challenge to be accepted:

- I wish to challenge the employment dates listed above. I have included a written statement detailing what I believe to be my correct dates of employment as an Account Executive with Ricoh Americas Corporation in California during the period from June 7, 2009 through [Preliminary Approval Date]. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Claims Administrator to review Ricoh's records and determine the validity of my challenge and that this includes information related to any possible Family Medical Leave Act (FMLA)/ California Family Responsibility Act (CFRA) or other leave that I may have been on while employed by Ricoh.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that my correct dates of employment as an Account Executive for Ricoh during the Class Period, excluding leaves of absence, are _____ to _____, that I was on leave of absence from _____ to _____, and that my employment with Ricoh was suspended from _____ to _____.

Statement of reasons and documentation of dates of employment as an Account Executive during the Class Period, according to Class Member:

[Attach documentation and use separate page(s) as necessary]