

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT & DECEMBER 17, 2014 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 August 18, 2014, 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/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 August 18, 2014 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.
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.
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 November 4, 2014.**

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 August 18, 2014.

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 \$554,067, 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 \$7,850.04. Assuming 100% participation, the average amount that each Participating Settlement Class Member will receive is estimated to be \$2,216.27.

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 $\$[\text{MERGED_ExpenseReimbursementPymnt_CALC}]$.
 - 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 **August 18, 2014** 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 **October 20, 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, 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 \$5,000 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.
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 November 4, 2014.

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 December 17, 2014. 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 November 4, 2014.

If you have satisfied the requirements set forth above, you have the right to address the Court at the hearing scheduled for December 17, 2014 at 8:30 a.m. 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 Class Action Administrator
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Toll Free Telephone Number: (888) 369-3780**

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 3 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!