

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between plaintiff Mario Sarabia (“Plaintiff” or “Class Representative”), individually, and on behalf of the proposed class, and defendants Ricoh USA, Inc. (“RicoH USA”) and Ricoh Logistics Corporation (“RicoH Logistics”); (RicoH USA and Ricoh Logistics shall be collectively referred to as “Defendants”) (collectively, the “Parties”), by and through their respective counsel of record. The Parties hereby agree to the following Settlement which, if approved by the Court, resolves the pending case *Sarabia v. Ricoh USA Inc. et al.* (Case No. 8:20-cv-00218-JLS-KES) filed in the Central District of California (the “Lawsuit”) as between them.

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” and/or “the Lawsuit” means the civil action, *Sarabia v. Ricoh USA Inc. et al.* (Case No. 8:20-cv-00218-JLS-KES) pending in the Central District of California as removed from the Superior Court for the County of Los Angeles.
- B. “Class” is defined as All laborers who are hourly, non-exempt employees of RICOH USA, INC., and RICOH LOGISTICS CORPORATION, and perform or performed duties of a general laborer, forklift driver or field distributor, in the State of California during the period commencing December 2, 2015 through February 12, 2022. The Class does not include any person who signed a General Release on or before December 2, 2019 in connection with the termination of their employment and in favor of all Defendants by which the individual was employed during the Class Period. For the sake of clarity, an individual who was employed by Ricoh Logistics Corporation (“RLC”) and then became an employee of Ricoh USA, Inc. (“RUSA”) will only be excluded from the Class if the individual signed one or more General Releases prior to December 3, 2019 that: 1) release all claims against RLC for the period in which the individual was employed by RLC; and 2) release all claims against RUSA for the period in which the individual was employed by RUSA.
- C. “Class Counsel” means Stan Mallison of the Law Offices of Mallison & Martinez and Farrah Mirabel of the Law Office of Farrah Mirabel.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts awarded to Class Counsel by the Court to compensate them for, respectively, their attorneys’ fees and litigation expenses incurred in connection with the Lawsuit with respect to this Settlement, including their pre-filing investigation, their filing of the Lawsuit and all related litigation activities, this Settlement, and all post-Settlement compliance and approval procedures.
- E. “Class Data” means, for each Class Member, the Class Member’s name; and last-known mailing address and telephone number; the Class Member’s Social

Security number; the Class Member's employee identification number; and the Class Weeks and, if applicable, the PAGA Pay Periods. Class Data is confidential employee information to be provided only to the Settlement Administrator for the administration of this Agreement. The Settlement Administrator will take all necessary measures to adequately secure the information. Class Counsel shall be provided with the Class Member's name, employee identification number and the number of pay periods worked while a Class Member. All other Class Data shall not be disclosed to Class Counsel, absent express approval from Defendants' counsel.

- F. "Class Member" is a member of the Class.
- G. "Class Notice" means the Notice of Proposed Settlement of Class Action, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval.
- H. "Class Notice Packet" means the Class Notice and Claim Form.
- I. "Class Period" means the period of time from December 2, 2015, to February 12, 2022.
- J. "Class Representative" means Plaintiff Mario Sarabia.
- K. "Class Representative Payment" mean the special payment of up to \$10,000 made to Plaintiff Mario Sarabia in his capacity as Class Representative to compensate him for initiating the Lawsuit, performing work in support of the Lawsuit, and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Lawsuit. Defendants will not object to any request for such payment, provided that such payment is paid out of the Gross Settlement Amount.
- L. "Class Settlement" means the payment of the settlement embodied in this Agreement, which is subject to the Court's preliminary and final approval.
- M. "Court" means the Federal District Court for the Central District of California or, if remanded, the California Superior Court for the County of Los Angeles.
- N. "Defense Counsel" means Marlene Muraco of Littler Mendelson and James R. Ebert of Kitagawa & Ebert PC.
- O. "Effective Date" means the date by which this Settlement is finally approved as provided herein.
- P. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Settlement Agreement.
- Q. "Gross Settlement Amount" means the maximum amount of \$1,000,000, which shall be paid as follows: Ricoh USA shall be solely responsible to pay the sum

of \$850,000; and Ricoh Logistics shall be solely responsible to pay the sum of \$150,000. There shall be no joint and several liability for the Gross Settlement Amount.

- R. “Judgment” means the Order of Final Judgment and Dismissal with Prejudice entered by the Court.
- S. “Individual PAGA Payment” means the amount payable from the PAGA Settlement Amount to each Class Member. The Individual PAGA Payment shall be calculated pursuant to this agreement.
- T. “Individual Settlement Payment” means the amount payable from the Net Settlement Fund to each Participating Class Member. The Individual Settlement Payment shall be calculated pursuant to this agreement.
- U. “Final Approval Order” and “Order of Final Approval” mean an order finally and unconditionally granting final approval of this Settlement Agreement, enters final judgment with respect to the Lawsuit as between the Parties, and authorizes payments to the Settlement Administrator, the Participating Class Members, and Class Counsel as provided in this Settlement Agreement.
- V. “Class Weeks” means for each Class Member the weeks during the Class Period that the Class Member was employed by Defendants in California as a non-exempt general laborer, forklift driver or field distributor.
- W. “PAGA Employee” means all Class Members who were employed by either Defendant during the Class Period.
- X. “PAGA Pay Periods” means for each Class Member the pay periods during the PAGA Period, if any, that the Class Member was employed by Defendants in California as a general laborer, forklift driver or field distributor.
- Y. “PAGA Period” means the period from April 16, 2021 through February 12, 2022.
- Z. “PAGA Settlement Amount” means a total payment of \$30,000 to settle all claims under the PAGA. From this amount, 75% will be paid to the LWDA for civil penalties pursuant to the PAGA and 25% (\$7,500) will be distributed *pro rata* to the Class Members who worked during the PAGA Period (regardless of whether they opt-out of this Settlement) and considered penalties for tax reporting purposes.
- AA. “Net Settlement Amount” means the Gross Settlement Amount of \$1,000,000, less (i) the Class Representative Payments, as described herein and approved by the Court; (ii) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, as described herein and approved by the Court; (iii) the payment to the CLASS MEMBERS, as described herein and approved by the Court; (iv) the PAGA Settlement Amount; (v) the Settlement Administrator’s

reasonable fees and expenses, as described herein and approved by the Court; and (vi) any other fees or expenses incurred in implementing the terms and conditions of this Agreement as awarded by the Court.

- BB. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- CC. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- DD. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change.
- EE. “Released Parties” means (i) Defendant Ricoh Logistics Corporation (“RLC”); (ii) Defendant Ricoh USA, Inc. (“RUSA”); (iii) RLC’s past, present, and future parents, subsidiaries, and affiliates including without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with RLC; (iv) RUSA’s past, present, and future parents, subsidiaries, and affiliates including without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with RUSA; (v) the past and present shareholders, directors, officers, agents, employees, members, consultants, benefit plans, successor and assigns of any of the foregoing; and (vi) any individual or entity that could be jointly liable with any of the foregoing.
- FF. “Settlement” means the disposition of the Lawsuit and all related claims as between the Parties effectuated by this Agreement.
- GG. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to provide notice of this proposed class action settlement to the Class Members and to perform other related functions to administer the Settlement as described herein.
- HH. “Settlement Share” means each Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. Plaintiff Mario Sarabia filed a complaint in this lawsuit in the California Superior Court for the County of Orange (Case No 30-2019-01115709-CU-WT-CXC), on December 2, 2019. The complaint alleged ten separate causes of action against Defendant Ricoh USA for: 1) Failure to pay minimum wages; 2) Failure to pay overtime wages; 3) Failure to provide timely and complete rest periods or pay additional wages in lieu thereof; 4) Failure to provide timely and complete meal periods or pay additional wages in lieu thereof; 5) Failure to Indemnify Employees for Necessary Expenditures; 6) Knowing and intentional failure to comply with itemized employee wage statement provisions; 7) Failure to pay

wages of terminated or resigned employees; 8) Breach of contract; 9) Violation of Unfair Competition Law; and 10) Private Attorneys General Act (PAGA) (Labor Code § 2699 et seq.) penalties. Plaintiff Sarabia filed his third amended complaint, the operative complaint, on March 23, 2021.

- B. Defendant Ricoh USA removed this case to Federal District Court, Central District of California, Case No. 8:20-cv-00218-JLS-KES.
- C. Plaintiff amended his complaint to add Ricoh Logistics as a new Party on March 23, 2021.
- D. In connection with the Lawsuit, and in response to discovery requests, Defendants produced documents, including payroll and timekeeping records for Class Members during the Class Period. Class Counsel engaged in extensive review of these records with their expert. Plaintiff also deposed the PMK for Ricoh Logistics Corporation.
- E. The Parties participated in a mediation session with mediator Ronald Sabraw on December 9, 2021 and resolved this case by mediator's proposal.
- F. Class Counsel has conducted a thorough investigation into the facts of the Lawsuit. Based on the foregoing discovery, including the verification of Defendants' own independent investigation and evaluation, Class Counsel and the Class Representatives are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential appellate issues.
- G. It is the mutual desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims raised in or related in any way to the Lawsuit as between them. In order to achieve a full and complete release of the released persons, the Class, including Plaintiff and each Class Member, acknowledge that this Settlement is intended to include and resolve all claims arising from or related to the Lawsuit as more fully set forth in section III of this Agreement.
- H. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by Defendants or Plaintiff regarding the allegations in the complaints or answers.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, and in consideration for settlement of the Lawsuit and the release of claims of the Class, Ricoh USA agrees to pay the sum of \$850,000 in settlement

of all claims against Ricoh USA and Ricoh Logistics agrees to pay the sum of \$150,000 in settlement of all claims against Ricoh Logistics. Any Class Representative Payment, Class Counsel Fees and Litigation Expenses payments, payments for Participating Class Members' Settlement Shares, payments for Class Members' PAGA Shares and the Settlement Administrator's reasonable fees and expenses in administering the Settlement shall be deducted from the Gross Settlement Amount. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement, and none of it will revert to Defendants. The Gross Settlement Amount shall be paid into a Qualified Settlement Fund ("QSF") created by the Settlement Administrator as set forth below in Section III.B. The Claims Administrator shall handle such monies pursuant to the terms of the Settlement.

- B. **Schedule for Payment of the Gross Settlement Amount.** Ricoh USA and Ricoh Logistics shall make the payments set forth in Section III.A, above, into the QSF created by the Settlement Administrator within thirty (30) days of Preliminary Approval of the Settlement.
- C. **Interest Clause.** Any payment of the Gross Settlement Amount made later than the deadlines set forth in Section III.B of this Agreement will incur interest at the rate of 7% per annum. Any such interest accrued will be distributed pro rata to Participating Class Members or otherwise as the Court directs. Defendants shall have no power over transferred funds, or to alter the schedule set forth in Section III.B of this Agreement, absent court order.
- D. **Maximum Amount Paid.** Subject to Section III.E, below, the Gross Settlement Amount is the maximum total amount that each Defendant is obligated to pay for any and all purposes under this Agreement, except that Defendants will be required to pay their share of any payroll taxes in addition to the Gross Settlement Amount and any interest owed as a result of III.C.
- E. **Escalator Clause.** The Parties agree that this Settlement was reached based on a representation that there were a total of 64,794 Class Weeks during the Class Period ("Total Class Weeks"). Specifically, Ricoh USA represented there were 41,170 Class Weeks for its employees ("RUSA Class Weeks") and Ricoh Logistics represented there were 23,624 Class Weeks for its employees ("RLC Class Weeks"). If the Class Data provided to the Settlement Administrator reflects an increase in the Total Class Weeks that is more than 10%, each Defendant whose employees' Class Weeks are more than 10% of what was represented at the time of the mediation shall have the option of: 1) selecting a new end date for the Class Period for its employees that limits the number of Class Weeks for its employees in the Class Data to no more than 110% of that Defendant's Class Weeks; or 2) increasing an appropriate percentage of the Net Settlement Amount (85% for RUSA and 15% for RLC) proportionately for any amount of that Defendant's Class Weeks that exceed 10%. For avoidance of doubt, for example, if the RUSA Class Weeks increase by 11% but the Total Class Weeks increase by 9%, no further payment is required. However, if the

RUSA Class Weeks increase by 13%, the RLC Class Weeks increase by less than 10% and the Total Class Weeks increase by 12%, RUSA would have the option of: 1) adjusting the Class Period for the release that applies to those Class Members who were employed by RUSA such that the Class Weeks attributable to RUSA employees is no more than 45,287 (110% of 41,170); or 2) increasing the Maximum Settlement Amount in a sum derived by the following formula – $3\% \times (85\% \times \text{Net Settlement Amount})$.

F. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount subject to timing as directed by counsel for the Parties and/or the Court:

1. **To Class Representative:** In addition to the amounts determined to be due to Plaintiff as Participating Class Members under this Agreement, the Class Representative/Plaintiff will apply to the Court for an award of up to Ten Thousand United States Dollars (\$10,000) (“Class Representative Payment”), to be paid out of the Gross Settlement Amount. Defendants will not oppose Class Representative Payment of up to \$10,000 for the Class Representative. The Settlement Administrator will pay the Class Representative Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Payment and instead a Form 1099 will be issued to Plaintiff by the Settlement Administrator reflecting the Class Representative Payment.
2. **To Class Counsel:** Class Counsel will apply to the Court for an award as determined by the Court of not more than 35% of the Gross Settlement Amount to be split evenly between Mallison & Martinez and The Law Office of Farrah Mirabel, as their Class Counsel Fees Payment and an additional reasonable amount (not to exceed \$50,000 and to be split between the firms as is awarded by the court) as their Class Counsel Litigation Expenses Payment, and Defendants will not oppose their request. The Settlement Administrator will pay the amount approved by the Court out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Form(s) 1099 will be issued to Class Counsel with respect to those payments. If the Court approves a lesser amount of the Class Counsel Fees Payment and Class Counsel Litigation, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. The ultimate amount of any award for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment is to be determined by the Court.

- a. The parties agree that, over and above the total amount of the Court-approved award for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, Plaintiff and Defendants shall each bear their own fees and costs incurred by them or arising out of this Lawsuit; the negotiation, execution, or implementation of this Settlement; and/or the process of obtaining, administering or challenging an order granting preliminary approval or final order and judgment. The Parties will not seek reimbursement of any such fees and/or costs from any party to this Settlement Agreement or the Released Parties.
3. **To the Settlement Administrator.** A Settlement Administrator, chosen by Class Counsel and approved by Defendants, shall be paid for its reasonable fees and expenses related to administering this Settlement, including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing all payments from the Gross Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties. The amount paid to the Settlement Administrator for its reasonable fees and expenses will be paid out of the Gross Settlement Amount. Every effort will be undertaken to minimize this cost and the Settlement Administrator will ensure proper notice and administration of the fund.
4. **To the LWDA.** Seventy-five percent of the PAGA Settlement Amount shall be remitted to the LWDA.
- G. **Responsibility for Taxes.** All Parties and Participating Class Members are responsible for paying to the appropriate tax authorities, any taxes resulting from payments to them under the Settlement, including required withholding which will be administered by the Settlement Administrator. The Settlement Administrator shall be responsible for paying the full amount of the Participating Class Members' portions of all withheld state and federal taxes to the appropriate taxing authorities. The Settlement Administrator shall be responsible for paying the employer's portion of all required employment taxes to the appropriate taxing authorities, but with monies paid directly from the Defendant who employed the Class Member and not from the Gross Settlement Fund. Ricoh Logistics shall not be liable in any way for payment of the employer's share of any employment taxes incurred while the Class Member was an employee of Ricoh USA and vice versa.
- H. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Class Member who does not submit a timely and valid Election Not to Participate in Settlement. (i.e., Participating Class Members).

1. **Calculation.** After deducting the Class Representative Payments, Class Counsel Fees and Litigation Expenses payments, the PAGA Settlement Amount and the Settlement Administrator's fees and expenses, each Participating Class Member shall be eligible to receive a tiered pro rata share of the balance of the Net Settlement Amount. The settlement payments will be reduced by any required legal deductions for each Participating Class Member. The Settlement Share for each Participating Class Member will be based on (a) the total number of Class Weeks that Participating Class Member was employed by Defendants, (b) divided by the aggregate number of Class Weeks for Participating Class Members employed by Defendants, (c) multiplied by the value of the Net Settlement Amount.
2. **Settlement Payment Allocation.** All Settlement Shares will be allocated as follows: 33.33% to settlement of wage claims, and 66.67% to settlement of claims for interest and statutory penalties. The portion allocated to wages shall be subject to all applicable withholdings and reported on an IRS form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator. After appropriate tax withholding from each Participating Class Member's Settlement Share, the net payment to be received by each Participating Class Member as required by law via a W-2 Form, the Settlement Administrator shall immediately pay over all such withheld funds to the appropriate state and federal taxing authorities. The Settlement Administrator shall provide each Participating Class Member with appropriate documentation setting forth the amount of any tax or other deductions in accordance with state and federal tax requirements.
3. **Tax Obligations.** Each Party and Participating Class Member will be responsible for his, her, or its own tax obligations. The Parties agree and understand that neither Defendant has made any representations regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree that each Defendant and each Participating Settlement Class Member is solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them or on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.
4. **No Determination of Eligibility for Employee Benefits.** Defendants will not use the settlement payments for determination of eligibility for, or calculation of, any employee benefits (e.g. vacations, holiday pay, retirement plans, etc.) of the Participating Class Members, and Defendants will not modify the Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by either Defendant, unless otherwise required by law.

5. **No Reversion.** Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendants maintain no reversionary right to any portion of the Net Settlement Amount.
 6. **Employer's Share of Payroll Taxes.** The Settlement Administrator will give each Defendant an estimate of the employers' prospective shares of payroll taxes for that Defendant within five (5) calendar days of sending out the Class Notice. Upon calculation of each Participating Class Member's Settlement Share, and at least three (3) calendar days after Final Approval (if not sooner), the Settlement Administrator shall advise each Defendant of the amount of the employer's share of payroll taxes owed by that Defendant. Each Defendant will provide the amount of only that Defendant's obligation for payroll taxes to the Settlement Administrator within fourteen (14) calendar days after Final Approval.
- I. **PAGA Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Payment to each Class Member who worked one or more pay periods for a Defendant during the PAGA Period. A Class Member is entitled to a PAGA Share regardless of whether he or she submits a valid Election Not to Participate in Settlement.
1. **Calculation.** The PAGA Share for each Class Member will be based on (a) the total number of PAGA Pay Periods that Class Member was employed by Defendants, (b) divided by the aggregate number of PAGA Pay Periods for Class Members employed by Defendants, (c) multiplied by the employee portion of the PAGA Settlement Amount (\$7,500).
 2. **Allocation.** The PAGA Share shall be allocated as 100% penalties and shall be reported on an IRS Form 1099.
- J. **Procedure for Approving Settlement.** The Parties stipulate and agree to the following schedule and procedures for obtaining the Court's approval of the settlement, notifying the proposed Class, and processing all benefits provided under this Agreement:
1. **Motion for Preliminary Approval of Settlement by the Court.**
 - a. Plaintiff will move the Court for (collectively, "Motion for Preliminary Approval):
 - (i) Preliminary approval of the terms of this Settlement.
 - (ii) Conditional approval of the proposed Class.
 - (iii) Approval of the Class Notice Packet, settlement procedure, and appointment of the Settlement Administrator.

- (iv) Scheduling of a Final Approval Hearing on the question of whether the terms of this Agreement should be finally approved as fair, reasonable, and adequate as to Plaintiff and the Class Members.

Class Counsel shall provide Defendants with a reasonable opportunity to review this motion and exhibits thereto before they are filed with the Court. Defendants will not oppose said motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement.

- b. In the event that the terms or conditions of this Settlement, other than the terms pertaining to the Class Counsel Award and/or Class Representative Payment, are materially modified by any court, any party in its sole discretion to be exercised within fourteen (14) days after such a material modification may declare this Settlement null and void. For purposes of this subparagraph, material modifications include but are not limited to any modification to the Class Period, Released Parties, or Released Claims. Any Party may exercise their option to void this Agreement as provided above by giving notice, in writing, to counsel for all other Parties and to the Court at any time prior to final approval of this Settlement Agreement by the Court.
 - c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. Class Counsel will draft and submit with the Motion for Preliminary Approval, a Proposed Order Granting Preliminary Approval of Settlement, and Setting Hearing for Final Approval of Settlement, and will provide a reasonable opportunity for the Defendants to review the Proposed Order prior to filing.
2. **Notice to Class Members.** If the Court enters an Order granting Preliminary Approval of the Settlement, every Class Member, who can be located, will be provided with the Class Notice Packet as follows:
- a. Using best efforts to provide it as soon as possible, and in no event later than ten (10) business days after the Court enters its order granting Preliminary Approval of the Settlement, each Defendant will provide to the Settlement Administrator an electronic database containing the names, last known addresses and social security numbers of the Class Members employed by that Defendant, as well as the Class Weeks and PAGA Pay Periods for each Class Member ("Class Data").

- b. Using best efforts to mail it as soon as possible, and in no event later than seven (7) calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by each Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. The Settlement Administrator shall conduct a National Change of Address search to update any addresses provided; and thereafter mail a copy of the Notice to all Class Members by first class regular U.S. Mail, using the most current mailing address information provided by Defendant and/or obtained by the Settlement Administrator. The Class Notice shall also contain an easily understood statement alerting the Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member is releasing and waiving all Released Claims against the Released Parties.
- d. The Class Notice will inform Class Members of their estimated share of the settlement and the number of Class Weeks and PAGA Pay Periods they worked for each Defendant. Class Members may dispute their data if they believe they worked more weeks in the Class Period and/or more pay periods in the PAGA Period than Defendants' records show by submitting information to the Settlement Administrator no later than sixty (60) days after being mailed the Class Notice and Share Form by the Settlement Administrator, which is the defined Response Deadline. The Settlement Administrator will jointly work with Plaintiff and the Defendant who employed the Class Member to resolve the dispute in good faith. If Plaintiff and Defendants cannot agree over the Weeks or Pay Periods to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendants.
- e. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) calendar days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with the Defendant who employed the Class Member to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class

Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Class Counsel will be entitled to receive from the Settlement Administrator any updated address information about a Class Member as the Settlement Administrator obtains such information.

- f. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defense Counsel of any requests to be excluded from the Settlement it receives.
 - g. Within fifteen (15) calendar days after the Claims Submission Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement as of the date of the declaration
 - h. Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate in the Class Settlement and shall become Class Participants without having to submit a claim form or take any other action
3. **Opt-Out Procedure.** Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate in the Class Settlement and shall become Class Participants without having to submit a claim form or take any other action. Any Opt Out request that is not postmarked by the Response Deadline will be invalid. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class Members. Notices returned to the Settlement Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned envelope. Upon completion of these steps by the Settlement Administrator, the Parties shall be deemed to have satisfied their obligation to provide the Notice to the affected Class Member. The affected Class Member shall remain a Class Participant and shall be bound by all the terms of this Stipulation and the Court's Final Order and Judgment.
4. **Comments on or Objections to Settlement; Elections Not to Participate in Settlement.** Class Members may submit objections to the Settlement or exclude themselves from participating in the Settlement pursuant to the following procedures:

- a. **Comments on or Objections to Settlement.** The Class Notice will provide that Class Members who wish to comment on or object to the Settlement must file with the Court and serve on counsel for the Parties not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets (or the first business day after this deadline, if the deadline falls on a weekend or holiday) a written comment on or objection to the Settlement setting forth the grounds for the comment or objection. The statement will also indicate whether the Class Member intends to appear and comment or object at the Final Approval Hearing; failure to so indicate will constitute a waiver of the right to appear at the hearing. A Class Member who does not file and serve a written comment or objection in the manner and by the deadline specified above will be deemed to have waived any comments or objections and will be foreclosed from making any comments or objections (whether by appeal or otherwise) to the Settlement. A Class member may object to or elect not to participate in the Settlement but may not do both. Any Class Member who submits a timely and proper request for exclusion may not file an objection to the Settlement.
- b. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets (or the first business day after this deadline, if the deadline falls on a weekend or holiday) a letter indicating that they do not wish to be bound by the settlement. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment except as to the release of the PAGA claims alleged in the Lawsuit. Defendants will remain free to contest any claim brought by the class member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants has or could assert against such a claim. A Class Member who does not complete and mail a timely letter excluding him or herself in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the California Court, and by the Judgment, regardless of whether he or she has objected to the Settlement or submitted a completed Claim Form.
- c. **Report.** Not later than seven (7) calendar days after the Claims Submission Deadline, the Settlement Administrator will provide

the Parties with a complete and accurate list of all Participating Class Members and Non-Participating Class Members.

- d. **Final Approval.** Plaintiff will move for final approval of the Settlement and Plaintiff will move for an award of fees, costs, class representative payment and other issues (including dismissal of the Action with prejudice pursuant to the Settlement) consistent with this Agreement.
- K. **Notification of Settlement Pursuant to CAFA.** Within ten (10) days after the filing of the Motion for Preliminary Approval, each Defendant shall comply with the Notification of Settlement requirements in the Class Action Fairness Act (28 U.S.C. §1715) or waive their benefits thereof.
- L. **No Solicitation of Comment, Objection, Election Not to Participate.** Neither Defendants, Plaintiff, nor either's counsel, will solicit or otherwise encourage directly or indirectly any Class Member to comment on or object to the Settlement, exclude him or herself from the Settlement, or appeal from the Judgment. Defendants agree to make a good faith effort to ensure that Class Members feel free to become Claimants without risk of potential retaliation.
- M. **Uncashed Settlement Share Checks.** A Participating Class Member (including Plaintiff) must cash their Settlement Share check within sixty (60) days after it is mailed to them. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at their correct address. If the Participating Class Member's Settlement Share check is not cashed within forty (40) calendar days after its last mailing to them, the Settlement Administrator will send the Participating Class Member a letter informing them that unless the check is cashed in the next fifteen (15) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the additional fifteen (15) day period after this notice, the check proceeds will be held in a Reserve Fund and paid out as soon as practicable follows a cy pres to be appointed by the Court. If the Parties cannot agree on a cy pres recipient, they will make competing proposals to the Court, which will make the final selection.
- N. **Final Report by Settlement Administrator to Court.** Within ten (10) business days after final disbursement of all funds from the Gross Settlement Funds, the Settlement Administrator will serve on the Parties and file with the Court a declaration providing a final report on the disbursements of all funds.
- O. **Final Approval Hearing and Final Order and Judgment Approving the Class Settlement.** The Parties request that a Final Approval hearing be scheduled before the Court as soon as the matter can be heard. At the Final Approval Hearing, the Parties shall jointly move the Court for entry of a Final Order and Judgment, finally approving the proposed Class settlement as being fair,

reasonable and adequate to the class members, fully and finally releasing and discharging the Released Parties as to all Participating Class Members, forever barring and enjoining the assertion of the released claims as to all such Participating Class Members, and providing for final judgment in the Action. The Final Order and Judgment shall also bar all Class Members from pursuing the PAGA-Released Claims against the Released Parties. Class Counsel and Defense Counsel shall submit to the Court such pleadings and or evidence as may be required for the Court's determination. Pursuant to Rule 3.769(h), the Final Order and Judgment shall also provide for the retention of the Court's jurisdiction over the parties to interpret and enforce the terms of the Judgment.

- P. **Release of Claims by Participating Class Members.** In consideration of their Settlement Share and other terms and conditions of this Agreement, each Participating Class Member shall, upon the Effective Date, be deemed to have released on behalf of their respective heirs, beneficiaries, trustees, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest and assigns, any and all claims, rights, demands, liabilities obligations, penalties, costs, expenses, attorneys' fees, rights, damages, suits, indemnities, actions and causes of action of every nature and description whatsoever in law, equity or otherwise, whether known or unknown, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties based upon the alleged failure to provide compliant meal periods and/or pay meal period premiums during the Class Period including, but not limited to, those arising under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 512, 1174, 1194, and 1197, and Business and Professions Code § 17200, *et. seq.* Any claims for interest, costs and attorneys' fees arising from alleged meal break violations during the Class Period are also released. Collectively, these are the "Class Released Claims".
- Q. **Release Binding on Participating Class Members.** The Parties intend that this Settlement Agreement, including the Release of Claims set forth in Section III.P, shall be binding on all Class Members who do not timely submit a valid Election Not to Participate in Settlement, whether or not they actually receive a payment pursuant to this Settlement Agreement. This Settlement Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released Claims if raised in the future.
- R. **Release of PAGA Claims.** Upon the Effective Date, the PAGA Employees hereby do and shall be deemed to have full, finally, and forever released the Released Parties of and from any and all PAGA claims predicated on the alleged failure to provide meal periods and/or meal premium payments during the PAGA Period. The PAGA Employees will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they deposit their Individual PAGA Payment.

S. **Miscellaneous Terms.**

1. **No Admission of Liability.** Defendants deny each and all of the claims alleged by Plaintiff and Class Members in the Lawsuit. In addition, each Defendant contends that it has complied with its obligations under Federal law and California state law. Neither this settlement, nor any document referred to or contemplated therein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as an admission, concession, or indication by or against either Defendant of any fault, wrongdoing or liability whatsoever. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Lawsuit will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or a Party's counsel, are merged herein.
3. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Lawsuit and have arrived at this Settlement and this

Agreement through arms-length negotiations, taking into account all relevant factors, current and potential and will so represent to the court. In addition, the mediator may execute a declaration supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is fair and reasonable.

8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
9. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Stan S. Mallison, Esq.
Hector R. Martinez, Esq.
MALLISON & MARTINEZ
1939 Harrison Street, Suite 730
Oakland, California 94612
Telephone: (510) 832-9999
Facsimile: (510) 832-1101

FARRAH MIRABEL, Esq.
fmesq@fmirabel.com
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, CA 90077
TELEPHONE: (714) 972-0707
Fax: (949) 417-1796

To Defendants:

Ricoh Logistics Corporation
James R. Ebert, Esq.
KITAGAWA & EBERT, P.C.
300 Spectrum Center Drive, Suite 960
Irvine, CA 92618
Telephone: (949) 788-9980
Fax; (949) 788-0918

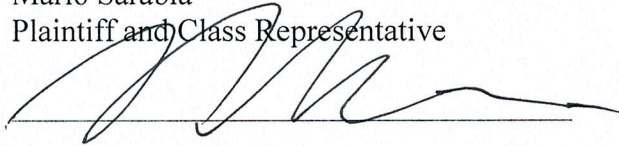
Ricoh USA, Inc.
Marlene S. Muraco, Esq.
LITTLER MENDELSON, P.C.

50 W. San Fernando St., 7th Floor
San Jose, CA 95113
Telephone: (408) 998-4150
Fax: (408) 288-5686

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.


Mario Sarabia
Plaintiff and Class Representative

03-31-22-
Date


Attorney for Plaintiff and Class Representative

03-31-22-
Date

Defendant Ricoh USA, Inc.

Date

Marlene S. Muraco, Littler Mendelson, P.C.
Attorney for Defendant Ricoh USA, Inc.

Date

Defendant Ricoh Logistics Corporation

Date

James R. Ebert, Kitagawa & Ebert, P.C.
Attorney for Defendant Ricoh Logistics Corporation

Date

50 W. San Fernando St., 7th Floor
San Jose, CA 95113
Telephone: (408) 998-4150
Fax: (408) 288-5686

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Mario Sarabia
Plaintiff and Class Representative

Date

Attorney for Plaintiff and Class Representative

Date

Christine Ciarrocchi

4/1/2022

Date

Defendant Ricoh USA, Inc.

Marlene Muraco

Marlene S. Muraco, Littler Mendelson, P.C.
Attorney for Defendant Ricoh USA, Inc.

Date

Defendant Ricoh Logistics Corporation

Date

James R. Ebert, Kitagawa & Ebert, P.C.
Attorney for Defendant Ricoh Logistics Corporation

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Mario Sarabia
Plaintiff and Class Representative

Date

Attorney for Plaintiff and Class Representative

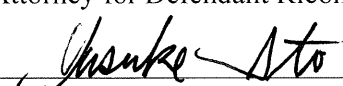
Date

Defendant Ricoh USA, Inc.

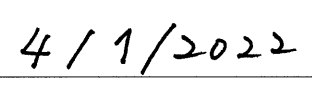
Date

Marlene S. Muraco, Littler Mendelson, P.C.
Attorney for Defendant Ricoh USA, Inc.

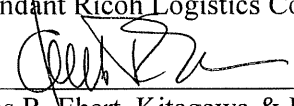
Date



Yusuke Ito
Defendant Ricoh Logistics Corporation



Date



James R. Ebert, Kitagawa & Ebert, P.C.
Attorney for Defendant Ricoh Logistics Corporation

April 1, 2022
Date