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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

15 AUGUSTO DE LEON, as an individual,  
 16 on behalf of himself, and all other  
 persons similarly situated,

17 Plaintiff,

18 v.

19 RICOH USA, INC., an Ohio  
 20 corporation authorized to do business in  
 the state of California; IKON OFFICE  
 21 SOLUTIONS, INC., also known as  
 Ricoh USA, Inc., an Ohio corporation  
 22 authorized to do business in the state of  
 California; RICOH AMERICAS  
 23 CORPORATION, a Delaware  
 corporation previously authorized to do  
 24 business in the state of California and  
 succeeded by Ricoh USA, Inc.; and  
 25 DOES 1 to 10 inclusive,

26 Defendants.

CASE NO.: 3:18-cv-03725-JSC

[Assigned to Hon. Jacqueline Scott Corley,  
 Courtroom F]

**CLASS & REPRESENTATIVE ACTION**

**AMENDMENTS TO THE JOINT  
 STIPULATION AND AGREEMENT FOR  
 CLASS ACTION SETTLEMENT AND  
 RELEASE OF CLAIMS**

Initial Complaint filed: May 22, 2018

Action removed: June 22, 2018

First Amended Complaint: October 12, 2018

Operative Amended Complaint: July 12, 2019

1 **Additional Counsel:**

2 Walter Haines (SBN 071075)  
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8 *Attorney for Plaintiff Augusto De Leon*

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1       **AMENDMENTS TO THE JOINT STIPULATION AND AGREEMENT FOR**  
2                   **CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS**

3           Plaintiff Augusto De Leon (“Plaintiff”) and Defendants Ricoh USA, Inc., IKON  
4 Office Solutions, Inc., and Ricoh Americas Corporation (“Defendants”) (collectively the  
5 “Parties”) stipulate and agree to the terms and conditions set forth in this Amendments  
6 to the Joint Stipulation and Agreement for Class Action Settlement and Release of  
7 Claims (“Agreement” or “Joint Stipulation”).

8  
9       **I. RECITALS**

10       This Agreement is made with reference to the following recital of essential facts:

11       1.     On November 7, 2019, the Parties appeared before the Honorable  
12 Jacqueline Scott Corley, in Courtroom F of the United States District Court for the  
13 Northern District of California (the “Court”).

14       2.     At the November 7, 2019 hearing, the Court indicated that it was inclined  
15 to preliminary approve the Parties Joint Stipulation and Agreement for Class Action  
16 Settlement and Release of Claims provided the Agreement is modified in several ways.

17       3.     The Court expressed concerns regarding the amount of funds that could  
18 potentially be donated to the identified *cy pres* and suggested that the parties consider a  
19 cap.

20       4.     The Court also recommended that the language in the Notice of Class  
21 Action Settlement and Release of Claims (“Class Notice”) be clarified so that potential  
22 Settlement Class Members could more clearly understand what their objection rights are  
23 and what they need to do to exclude themselves from the settlement.

24       5.     The Court ordered the parties to meet and confer and to submit  
25 supplemental briefing and a revised Class Notice in support of Plaintiff’s motion for  
26 preliminary approval (ECF No. 41).

27       6.     In accordance with the Court’s order, the Parties have met and conferred.

1 7. The Parties have agreed to amend the Joint Stipulation, as outlined herein.  
2

3 **II. AMENDMENTS TO JOINT STIPULATION**  
4

5 1. Formatting change and increase of cap on Administration Costs. Section  
6 III, paragraph 62(e) of the Joint Stipulation shall be modified, amended and replaced by  
7 this Agreement to read as follows:  
8

9 **To the Claims Administrator.** From the Gross Settlement  
10 Amount, the Claims Administrator will pay to itself the Court-  
11 approved Claims Administration Costs in an amount not to  
12 exceed thirty-five thousand dollars and zero cents (\$35,000).  
13

14 2. Clarifying Notice to Be Issued Simultaneously In Both English and  
15 Spanish. Section III, paragraph 68 of the Joint Stipulation shall be modified, amended  
16 and replaced by this Agreement to read as follows:  
17

18 **Notice to Class Members.** After the Court enters its order  
19 granting preliminary approval of the Settlement, every  
20 Settlement Class Member will be provided with a Notice Packet  
21 (inclusive of the Court-approved Class Notice and, if also  
22 Collective-Eligible Class Member, the Court-approved FLSA  
23 Claim Check Language), which will be issued simultaneously  
24 in both English and Spanish, in accordance with the following  
25 procedure<sup>1</sup>:  
26

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27 <sup>1</sup> Every Collective-Eligible Class Member is also a Settlement Class Member since the FLSA Period  
28 (May 22, 2015 through the Preliminary Approval Date) is entirely within the Class Period (May 22,

1           3.     Lessening Technical Requirements For Effective Requests For Exclusion.  
2 Section III, paragraph 69 of the Joint Stipulation shall be modified, amended and  
3 replaced by this Agreement to read as follows:  
4

5           **Requests to be Excluded from the Settlement Class.** The  
6 Notice Packet mailed to each Class Member shall explain that  
7 Class Members will automatically receive a Class Settlement  
8 Share if they do not exclude themselves from the Settlement  
9 Class. The Notice Packet will provide that Settlement Class  
10 Members who wish to exclude themselves from the Settlement  
11 Class must submit a written Request for Exclusion to the  
12 Claims Administrator bearing a post-mark from a date within  
13 the Response Period. To be valid, a Request for Exclusion must  
14 (1) include the name of the person requesting exclusion and at  
15 least one of the following: (a) the address of the person  
16 requesting exclusion, (b) the telephone number of the person  
17 requesting exclusion, or (c) the last four digits of the social  
18 security number of the person requesting exclusion; (2) include  
19 language that clearly conveys that the Class Member is  
20 requesting to be excluded from the settlement and that the Class  
21 Member understands that by excluding themselves the Class  
22 Member is giving up the right to receive any funds in  
23 connection with this lawsuit but will maintain the right to sue  
24 Defendants in a separate action; (3) be signed by the Class  
25 Member who is seeking exclusion; (4) be addressed to the  
26

27 \_\_\_\_\_  
28 2014 through the Preliminary Approval Date). As such, by sending a Notice Packet to every  
Settlement Class Member, every Collective-Eligible Class Member will receive a Notice Packet.

1 Claims Administrator at the address stated in the Notice Packet.  
2 If a Class Member submits a deficient Request for Exclusion  
3 (i.e. an unsigned submission or a submission that cannot be  
4 interpreted or verified as authentic by the Claims  
5 Administrator), the Claims Administrator shall notify the Class  
6 Member of the deficiency within five (5) business days of  
7 receipt. Class Members who submit a deficient Request for  
8 Exclusions shall have until the Response Deadline to cure any  
9 deficiencies, at which point his or her Request for Exclusion  
10 will be rejected if not cured. Any Class Member who timely  
11 submits a valid Request for Exclusion will no longer be a Class  
12 Member, will be barred from participating in and objecting to  
13 this Settlement Agreement, and will not receive any benefit  
14 from this Settlement Agreement.

15  
16 4. Clarifying Objection Rights. Section III, paragraph 70 of the Joint  
17 Stipulation shall be modified, amended and replaced by this Agreement to read as  
18 follows:

19  
20 **Objections to Settlement and/or Motion for Attorneys' Fees,**  
21 **Costs and Service Award.** The Notice Packet will provide that  
22 Participating Class Members or Participating Collective Class  
23 Members may object to the Settlement Agreement and/or to the  
24 Motion for Attorneys' Fees, Costs and Service Award in  
25 writing, and/or may appear at the Final Approval Hearing to  
26 object to the Settlement Agreement and/or to the Motion for  
27 Attorneys' Fees, Costs and Service Award. Participating Class  
28

1 Members or Participating Collective Class Members who wish  
2 to object to the Settlement Agreement and/or to the Motion for  
3 Attorneys' Fees, Costs and Service Award in writing must file a  
4 written Notice of Objection bearing a post-mark from a date  
5 within the Response Period with the court in which the Action  
6 is pending. To be valid, a Notice of Objection must include: (1)  
7 the name, address, telephone number and the last four (4) digits  
8 of the social security number of the objector, (2) the words  
9 "Notice of Objection" or "Formal Objection," (3) a written  
10 statement specifying the grounds for the objection, including  
11 whether the objection(s) apply only to the objector, to a specific  
12 subset of the class, or to the entire class, (4) a statement as to  
13 whether the objector intends to appear at the Final Approval  
14 Hearing, and (5) the signature of the objector or the objector's  
15 counsel.

16  
17 5. Revising Unclaimed Funds and *Cy Pres* Provisions. Section III, paragraph  
18 74 of the Joint Stipulation shall be modified, amended and replaced by this Agreement  
19 to read as follows:

20  
21 **Unclaimed Funds.** Participating Class and/or Collective  
22 Members must cash or deposit the settlement check(s)  
23 representing their Class Member Share and/or FLSA Settlement  
24 Share within ninety (90) days after issuance by the Claims  
25 Administrator. If any checks are not cashed or deposited within  
26 thirty (30) days after issuance, the Claims Administrator will  
27 send a written reminder to each individual with an outstanding

1 settlement check to remind them that if they fail to cash their  
2 check by the 90-day deadline, it will expire and become non-  
3 negotiable, and offer to reissue the check if it was lost or  
4 misplaced. The Claims Administrator will also send a written  
5 reminder and call each individual who has an outstanding  
6 settlement check as of the date that is sixty (60) days after the  
7 date of issuance to remind them that if they fail to cash their  
8 check by the 90-day deadline, it will expire and become non-  
9 negotiable, and offer to reissue the check if it was lost or  
10 misplaced. If after the 90-day deadline the amount of unclaimed  
11 funds is less than \$80,000, the Claims Administrator will pay  
12 the funds represented by such checks to the East Bay  
13 Community Law Center’s Community Economic Justice Clinic  
14 for its Services and/or Youth Advocacy Initiatives<sup>2</sup> (or another  
15 acceptable non-profit organization should the Court require it)  
16 as a *cy pres* beneficiary, within 5 calendar days of the close of  
17 the 90-day period. If after the 90-day deadline the amount of  
18 unclaimed funds is equal to or more than \$80,000, the Claims  
19 Administrator shall make a second distribution on a *pro rata*  
20 basis to the participating Class Members who previously cashed  
21 their checks settlement checks. The checks representing the  
22 second distribution will remain valid for a period of 90-days.  
23 Any funds that remain after the 90-day period following the  
24 second distribution will be remitted to the East Bay Community

25 \_\_\_\_\_  
26 <sup>2</sup> The “EBCLC’s Community Economic Justice Clinic” advances the Agreement’s general wage/hour  
27 objectives as it “is focused on advancing people-oriented economic development and empowering low-  
28 income” individuals and businesses by providing advice and “assistance [pertaining to] starting a  
business, cooperative, or non-profit [and] compliance with nonprofit, employment, and tax laws.” See  
<https://ebclc.org/need-services/community-economic-justice-clinic-services/>



1 Law Center’s Community Economic Justice Clinic for its  
2 Services and/or Youth Advocacy Initiatives as a *cy pres*  
3 beneficiary, within 5 calendar days of the close of the second  
4 90-day period.

6 6. The Class Notice, Exhibit A to the original Agreement, shall be modified,  
7 amended and replaced by the modified Notice of Class Action Settlement and Release  
8 of Claims, which is attached hereto as **Exhibit 1**.<sup>3</sup>

10 **III. EXECUTION BY COUNSEL**

12 Dated: \_\_\_\_\_, 2019 **CLARK LAW GROUP**

14 By: \_\_\_\_\_  
15 R. Craig Clark  
16 Monique R. Rodriguez  
*Attorneys for Plaintiff and all others similarly  
situated*

17 Dated: Nov 20 \_\_\_\_\_, 2019 **UNITED EMPLOYEES LAW GROUP**

18 By:   
19 Walter Haines  
20 *Attorneys for Plaintiff and all others similarly  
situated*

21 Dated: \_\_\_\_\_, 2019. **CAROTHERS DiSANTE  
22 FREUDENBERGER LLP**

24 By: \_\_\_\_\_  
25 John R. Giovannone  
26 Candace DesBaillets  
*Attorneys for Defendants*

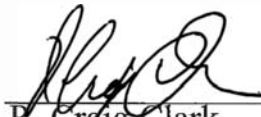
27 <sup>3</sup> Per the Court’s request, a redlined document tracking the changes to the proposed Class Notice is  
28 attached hereto as **Exhibit 2**.

1 Law Center's Community Economic Justice Clinic for its  
2 Services and/or Youth Advocacy Initiatives as a *cy pres*  
3 beneficiary, within 5 calendar days of the close of the second  
4 90-day period.

6 6. The Class Notice, Exhibit A to the original Agreement, shall be modified,  
7 amended and replaced by the modified Notice of Class Action Settlement and Release  
8 of Claims, which is attached hereto as **Exhibit 1**.<sup>3</sup>

10 **III. EXECUTION BY COUNSEL**


12 Dated: November 21, 2019 **CLARK LAW GROUP**

13  
14 By:   
15 R. Craig Clark  
16 Monique R. Rodriguez  
17 Attorneys for Plaintiff and all others similarly  
18 situated

17 Dated: \_\_\_\_\_, 2019 **UNITED EMPLOYEES LAW GROUP**

18  
19 By: \_\_\_\_\_  
20 Walter Haines  
21 Attorneys for Plaintiff and all others similarly  
22 situated

21 Dated: 11/21, 2019. **CAROTHERS DiSANTE**  
22 **FREUDENBERGER LLP**

23  
24 By:   
25 John R. Giovannone  
26 Candace DesBaillets  
27 Attorneys for Defendants

27 <sup>3</sup> Per the Court's request, a redlined document tracking the changes to the proposed Class Notice is  
28 attached hereto as **Exhibit 2**.