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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

MIKE THE PRINTER, INC., a California corporation, individually and on behalf of all others similarly situated,

Plaintiff,

v.

RICOH USA, INC., a Delaware corporation

Defendants.

Case No. 2:24-cv-08192 JFW (AYPx)

Complaint Filed: 09/26/2024

**STATEMENT OF DECISION
GRANTING PLAINTIFF'S MOTION
FOR CLASS CERTIFICATION**

1 On February 20, 2026, Plaintiff Mike the Printer, Inc. (“Plaintiff”) filed a
2 Motion for Class Certification (“Motion”). On May 11, 2026, Defendant Ricoh USA,
3 Inc. (“Defendant” or “Ricoh”) filed its Opposition. On May 18, 2026, Plaintiff filed a
4 Reply. Pursuant to Rule 78 of the Federal Rules of Civil Procedure and Local Rule 7-
5 15, the Court found the matter appropriate for submission on the papers without oral
6 argument. The matter was, therefore, removed from the Court’s June 1, 2026 hearing
7 calendar and the parties were given advance notice. After considering the parties’
8 written submissions, the supporting evidence, and the arguments of counsel, the Court
9 GRANTS the Motion.

10 **I. BACKGROUND¹**

11 **A. Ricoh’s Standard-Form Contracts and the API Form Provision**

12 Ricoh is an information-management and digital-services company that sells
13 printer products and provides related maintenance services to business customers,
14 dealers, and federal and state governments. 2/20/26 Creed Decl., Ex. 15; *id.*, Ex. 5,
15 Robinson Depo. Tr. 12:5-13:1. Ricoh generates its customer contracts through a
16 standardized system known as “RQuote,” which produces two integrated form
17 documents—an Order Agreement and a set of Terms and Conditions (“T&Cs”). *Id.*,
18 Ex. 5, Robinson Depo. Tr. 34:4-20, 65:25-66:22; *id.*, Ex. 6, Strong Depo. Tr. 71:19-
19 72:17. Ricoh’s sales representatives are not permitted to modify the standard T&Cs
20 without management approval. *Id.*, Ex. 5, Robinson Depo. Tr. 18:19-20:14.

21 The standard T&Cs from approximately mid-2015 to at least April 2022 include
22 the “API Form Provision,” which provides that:

23 Unless otherwise expressly agreed to in writing, if the Term (defined
24 below) of this Order exceeds twelve (12) months, the Service Charges
25 and any rate expressly stated in this Order may be increased by Ricoh

26 ¹ To the extent any of these facts are disputed, they are not material to the disposition of this
27 Motion. In addition, to the extent that the Court has relied on evidence to which the parties have
28 objected, the Court has considered and overruled those objections. As to the remaining objections,
the Court finds that it is unnecessary to rule on those objections because the disputed evidence was
not relied on by the Court.

1 up to [INSERT] percent of the then-current Service Charges and rates
2 annually for each year beyond the initial twelve (12) month period, and
3 Customer expressly consents to such adjustment without additional
4 notice.

4 *Id.*, Ex. 8 at RICOH_00389; *id.*, Ex. 9 at RICOH_00385; *id.*, Ex. 10 at
5 RICOH_00234; Domash Decl., Ex. 1 at MTP00034. The form T&Cs also contain a
6 Pennsylvania choice-of-law clause and an integration clause that expressly disclaims
7 trade usage, course of dealing, and any unwritten amendment; all amendments must
8 be in writing and signed by an authorized representative of both parties. 2/20/26 Creed
9 Decl. ¶¶ 49(a)-(b) & Ex. 8 at RICOH_00393.

10 Ricoh’s internal “Create the Contract” procedure governs the entry of executed
11 contracts into Ricoh’s billing system of record, known as Oracle. *Id.*, Ex. 6, Strong Tr.
12 13:17-22, 26:4-16, 32:16-24. For five-year fixed-term contracts, that written
13 procedure directs Ricoh employees to default the “Price Increase Percentage” in
14 Oracle to 25%. *Id.*, Ex. 14 at RICOH_0001212. However, the written procedure also
15 provides for an exception “if the customer signed Ts and Cs provide the customer with
16 a lower price increase.” *Id.*, Ex. 14 at RICOH_0001212. It provides: “Because you
17 cannot charge the customer for more than they signed for, you must set up the contract
18 based on the customer signed amount.” *Id.*, Ex. 14 at RICOH_0001212. In any event,
19 Ricoh’s senior director of strategy and planning, David Hart, confirmed at deposition
20 that the “normal” and “ordinary-course” annual increase Ricoh applied to five-year
21 fixed-term contracts of this type was 25%. *Id.*, Ex. 7, Hart Depo. Tr. 5:10-18, 11:6-
22 12:3, 76:23-77:15, 142:9-19.

23 **B. Plaintiff’s Contract and Ricoh’s Conduct**

24 Plaintiff is a small commercial printing business in the Los Angeles area.
25 Domash Decl. ¶ 2. On December 18, 2016, Plaintiff entered into a sixty-month Ricoh
26 form contract that included the API Form Provision with a 15% cap and a
27 Pennsylvania choice-of-law clause. *Id.* ¶¶ 9, 13 & Ex. 1 at MTP00034, MTP00037.
28

1 Beginning in March 2022—the first quarter after Plaintiff’s fixed term expired—
2 Ricoh increased Plaintiff’s click-charges by 25%, without notice, exceeding the 15%
3 rate in the contract. *Id.* ¶¶ 16, 27 & Ex. 4. When Plaintiff later requested that Ricoh
4 honor the 15% cap, Ricoh declined. *Id.* ¶¶ 21-22. Internally, the senior Ricoh officer
5 responsible explained that the decision had nothing to do with the contract: “It was —
6 it was never about the legality of the contract . . . [W]e felt based on the profitability
7 of the account, an exception [to the normal 25%] was not warranted.” 2/20/26 Creed
8 Decl., Ex. 7, Hart Depo. Tr. 148:17-149:5.

9 The evidence further reflects that Ricoh has repeatedly issued credits and
10 changed Oracle entries to match the API Form Provision when individual customers
11 have complained of identical overbilling. *Id.*, Ex. 6, Strong Depo. Tr. 119:3-12,
12 147:23-151:16; 5/18/26 Creed Decl., Ex. 1. In one such case, a senior Ricoh employee
13 acknowledged in writing that the customer’s “maintenance rates had, in fact, been
14 increased at higher rates than what was stipulated in your contract,” resulting in a
15 \$9,605.96 credit. *Id.*, Ex. 5, Robinson Depo. Tr. 183:13-184:2. Ricoh approves credits
16 only when there is a “rational, reasonable basis” for them. *Id.*, Ex. 6, Strong Depo. Tr.
17 152:16-19.

18 **C. The Proposed Class and Subclass**

19 Plaintiff seeks certification under Rule 23(b)(3) of the following Class and
20 Subclass:

21 **The Class:** All customers of Ricoh in the United States where (1) their
22 contract contains an Annual Price Increase limit using the API Form
23 Provision, (2) Ricoh increased prices in any year by a percentage that
24 exceeded the numerical percentage set forth in the text of that
25 customer’s API Form Provision, and (3) the contract contains a
26 Pennsylvania choice-of-law clause.

26 **The California Subclass:** All members of the Class who are located in
27 California according to Ricoh’s records.

28 Plaintiff brings claims for breach of contract, fraud, and violation of

1 California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the
2 latter on behalf of the California Subclass only).

3 **II. LEGAL STANDARD**

4 Before certifying a class, the Court must conduct a “rigorous analysis” to
5 determine whether the moving party has satisfied the four prerequisites of Rule 23(a)
6 and at least one subsection of Rule 23(b). [Wal-Mart Stores, Inc. v. Dukes, 564 U.S.](#)
7 [338, 350-51 \(2011\)](#). Rule 23(a) requires numerosity, commonality, typicality, and
8 adequacy of representation. [Fed. R. Civ. P. 23\(a\)](#). Rule 23(b)(3) requires that “the
9 questions of law or fact common to class members predominate over any questions
10 affecting only individual members,” and that “a class action is superior to other
11 available methods for fairly and efficiently adjudicating the controversy.” [Fed. R. Civ.](#)
12 [P. 23\(b\)\(3\)](#). “[I]n evaluating a motion for class certification, a district court need only
13 consider ‘material sufficient to form a reasonable judgment on each [Rule 23(a)]
14 requirement.’” [Sali v. Corona Reg’l Med. Ctr., 909 F.3d 996, 1005 \(9th Cir. 2018\)](#)
15 (quoting [Blackie v. Barrack, 524 F.2d 891, 901 \(9th Cir. 1975\)](#)). Evidence offered in
16 support of certification need not itself be admissible at trial. [Sali, 909 F.3d at 1004](#).
17 The merits of the case may be considered only to the extent necessary to evaluate the
18 Rule 23 requirements. [Amgen Inc. v. Conn. Ret. Plans & Tr. Funds, 568 U.S. 455, 466](#)
19 [\(2013\)](#).

20 **III. DISCUSSION**

21 The Court concludes that Plaintiff has satisfied each Rule 23(a) prerequisite and
22 that the proposed Class and Subclass meet the predominance and superiority
23 requirements of Rule 23(b)(3).

24 **A. Rule 23(a) Requirements**

25 **1. Numerosity**

26 Numerosity is satisfied when joinder of all class members is impracticable;
27 courts generally find numerosity met where the class includes at least forty members.
28 [Rannis v. Recchia, 380 F. App’x 646, 651 \(9th Cir. 2010\)](#). Based on Ricoh’s records,

1 Plaintiff’s expert identified at least 628 unique Class members and 148 unique
2 California Subclass members. 2/20/26 Phillips Report ¶¶ 102-103. Ricoh does not
3 dispute these figures. Accordingly, the Court easily concludes that numerosity is
4 satisfied.

5 2. Commonality

6 Commonality requires that class members’ claims “depend upon a common
7 contention” the resolution of which will “resolve an issue that is central to the validity
8 of each one of the claims in one stroke.” Wal-Mart, 564 U.S. at 350. “Even a single
9 common question” satisfies Rule 23(a)(2). Parsons v. Ryan, 754 F.3d 657, 675 (9th
10 Cir. 2014). Where, as here, claims arise from a uniform form-contract provision used
11 across the class, courts routinely find commonality satisfied. Smilow v. Sw. Bell
12 Mobile Sys., Inc., 323 F.3d 32, 39-40 (1st Cir. 2003); Cabrera v. Google LLC, 2023
13 WL 5279463, at *18 (N.D. Cal. Aug. 15, 2023) (“[C]laims arising from
14 interpretations of a form contract appear to present the classic case for treatment as a
15 class action.”) (quoting Kleiner v. First Nat’l Bank of Atlanta, 97 F.R.D. 683, 691
16 (N.D. Ga. 1983)). Each member of the Class signed a Ricoh form contract that
17 incorporates a Pennsylvania choice-of-law clause and the identical API Form
18 Provision. 2/20/26 Creed Decl., Exs. 8-10; Domash Decl., Ex. 1.

19 The Court concludes that the central common question is one of law: whether
20 the API Form Provision permits Ricoh to apply a single, capped percentage increase
21 to the “then-current Service Charges” once each year (Plaintiff’s interpretation), or
22 instead allows Ricoh to “bank” unused percentage increases during a fixed-rate term
23 and apply them cumulatively thereafter (Ricoh’s interpretation). The answer will
24 resolve every Class member’s breach-of-contract claim in a single “stroke.” Wal-
25 Mart, 564 U.S. at 350. A second common question—whether Ricoh’s “Create the
26 Contract” procedure constituted a uniform policy or practice that produced annual
27 price increases unconnected to the contractual cap—is likewise susceptible to class-
28 wide proof based on Ricoh’s own internal documents and testimony. 2/20/26 Creed

1 Decl., Exs. 14, 16; *id.*, Ex. 6, Strong Depo. Tr. 32:16-24, 102:18-104:23.

2 Ricoh’s argument that interpretation of the API Form Provision will require
3 individualized extrinsic evidence is misplaced. Plaintiff does not contend the
4 provision is ambiguous, and Ricoh itself argues that the language is unambiguous
5 (albeit in its favor). D’s Opp. at 9. Two competing readings of identical contract
6 language are precisely the kind of common legal question Rule 23(a)(2) is designed to
7 resolve class-wide without analysis of extrinsic evidence. [*Gillis v. Respond Power, LLC*, 677 F. App’x 752, 753, 756 \(3d Cir. 2017\)](#) (reversing denial of certification of
8 overbilling claim under a form rate-cap provision under Pennsylvania law, holding
9 that “[i]n the context of standard form contracts . . . extrinsic evidence of individual
10 understandings is especially irrelevant”). And even if extrinsic evidence were
11 permitted in cases like this, the form T&Cs integration clause expressly forecloses
12 reliance on “local, general or trade custom or usage or course of prior dealings . . . to
13 supplement or explain any term used herein.” 2/20/26 Creed Decl. ¶ 49(b) & Ex. 8 at
14 RICOH_00393; see [*Rudy v. Lesniak*, 343 A.3d 1261, 1270 \(Pa. Super. Ct. 2025\)](#) (“An
15 integration clause which states that a writing is meant to represent the entire
16 agreement is also a clear sign that the writing is meant to be just that and thereby
17 expresses all of the parties’ negotiations, conversations, and agreements made prior to
18 its execution.”).

19
20 The Court concludes that commonality is satisfied.

21 **3. Typicality**

22 Typicality requires that the representative’s claims be “reasonably co-extensive
23 with those of absent class members,” not identical. [*Hanlon v. Chrysler Corp.*, 150](#)
24 [*F.3d 1011, 1020 \(9th Cir. 1998\)*](#). Plaintiff executed the same Ricoh form contract with
25 the same API Form Provision, was billed under the same “Create the Contract”
26 procedure, and was subjected to an annual price increase exceeding the contractual
27 cap. See Domash Decl. ¶¶ 9, 13, 16, 27 & Exs. 1, 4. Plaintiff’s claims arise from the
28 same conduct, the same form-contract language, and the same internal policy or

1 practice as the claims of every Class member.

2 Ricoh argues that Plaintiff is atypical because of supposed individualized
3 defenses, such as Plaintiff did not read the contract, did not rely on the API Form
4 Provision, and delayed in objecting to the overbilling. Atypicality requires that an
5 alleged unique defense would likely become “the major focus of the litigation,” which
6 Ricoh has not shown. [Hanon v. Dataproducts Corp., 976 F.2d 497, 509 \(9th Cir. 1992\)](#). Under Pennsylvania law, a contract is binding on a party regardless of whether
7 [1992](#). Under Pennsylvania law, a contract is binding on a party regardless of whether
8 it was read. See [Gasbarre Prods., Inc. v. Smith, 270 A.3d 1209, 1218 \(Pa. Super. Ct. 2022\)](#). Reliance is not an element of breach of contract; for the fraud claim, Plaintiff
9 [2022](#). Reliance is not an element of breach of contract; for the fraud claim, Plaintiff
10 proceeds on a class-wide inferential theory addressed below. And, notably, the form
11 T&Cs expressly bar use of delay or course of conduct as evidence of waiver or
12 amendment, 2/20/26 Creed Decl. ¶ 49 & Ex. 8 at RICOH_00393—a provision that
13 applies class-wide. The Court concludes that typicality is satisfied.

14 4. Adequacy

15 Adequacy turns on (i) the absence of conflicts of interest between the
16 representative and the class and (ii) the willingness and capability of the representative
17 and counsel to prosecute the action vigorously. [Hanlon, 150 F.3d at 1020](#). Plaintiff has
18 confirmed by declaration that it understands the duties of a class representative, has
19 participated actively in discovery and mediation, and is prepared to testify at trial.
20 Domash Decl. ¶¶ 24-26. Proposed Class Counsel, Panish Shea Ravipudi LLP, have
21 demonstrated significant experience in complex class litigation and have prosecuted
22 this action vigorously, including by obtaining evidentiary sanctions against Ricoh and
23 by proposing the sampling protocol the Court adopted to manage discovery. See
24 2/20/26 Creed Decl. ¶¶ 1-29. Moreover, no conflicts have been identified between
25 Plaintiff and absent Class members. Accordingly, the Court finds that Plaintiff and
26 proposed Class Counsel will fairly and adequately represent the Class.

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1 **Rule 23(b)(3) Requirements**

2 **1. Predominance**

3 Predominance is satisfied where issues subject to generalized proof are “more
4 prevalent or important” than issues subject only to individualized proof. [Tyson Foods, Inc. v. Bouaphakeo](#), 577 U.S. 442, 453 (2016); [Ruiz Torres v. Mercer Canyons Inc.](#),
5 [835 F.3d 1125, 1134 \(9th Cir. 2016\)](#). “If a common question will drive resolution,
6 even if there are important questions affecting only individual members, then the class
7 is sufficiently cohesive.” [Jabbari v. Farmer](#), 965 F.3d 1001, 1005 (9th Cir. 2020)
8 (internal quotation omitted). Predominance is “readily met” in cases that turn on a
9 defendant’s common course of conduct. [Amchem Prods., Inc. v. Windsor](#), 521 U.S.
10 [591, 625 \(1997\)](#).

11 ***Contract Interpretation Is the Predominant Question.*** Plaintiff’s breach-of-
12 contract claim turns on interpretation of identical form language under a single body
13 of law. Under Pennsylvania law, the elements of breach of contract are “the existence
14 of a contract, a breach of duty imposed by the contract, and damages.” [Kalili v. State Farm Fire & Cas. Co.](#), 330 A.3d 396, 403 (Pa. Super. Ct. 2024). Each element is
15 provable through common evidence: the existence of a contract is provable from
16 Ricoh’s own records, the common duty is established by the API Form Provision, the
17 meaning of which is a question of law for the Court, [Kalili](#), 330 A.3d at 403; the
18 breach may be established by Ricoh’s own billing records—a common source of
19 objective evidence—reflecting an annual increase exceeding the contractual cap; and
20 damages are calculable from those same billing records by simple math. [See](#)
21 [Allapattah Servs., Inc. v. Exxon Corp.](#), 333 F.3d 1248, 1261 (11th Cir. 2003)
22 (affirming Rule 23(b)(3) certification of 10,000-dealer overcharge class under
23 materially similar form agreements).

24 The Court finds the API Form Provision unambiguous on its face. “The
25 language of a contract is unambiguous if [the court] can determine its meaning
26 without any guide other than a knowledge of the simple facts on which, from the
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1 nature of the language in general, its meaning depends.” State Farm Fire & Cas. Co.
2 v. PECO, 54 A.3d 921, 928 (Pa. Super. Ct. 2012). The API Form Provision authorizes
3 Ricoh to increase the “then-current Service Charges” by the percentage stated in the
4 contract “annually for each year beyond the initial twelve (12) month period”—a
5 once-per-year, use-it-or-lose-it right to a defined-percentage increase against the
6 “then-current” rate, i.e. the rate then in effect. Nothing in this provision authorizes
7 Ricoh to “bank,” “roll over,” or “carry forward” unused annual percentage increases,
8 and Ricoh’s reading would render the words “then-current” and “annually”
9 surplusage. The Court need not, however, resolve the merits at class certification to
10 recognize that this single common question of interpretation—with materially
11 identical language across every Class member’s contract—will undoubtedly drive the
12 resolution of this litigation. Smilow, 323 F.3d at 39-40.

13 ***Class Membership Is Ascertainable from Ricoh’s Own Records.*** Ricoh argues
14 that determining who is in the Class would require an individualized review of
15 approximately 325,000 contracts, and that this administrative burden defeats
16 predominance. The Ninth Circuit has expressly rejected this argument. Briseno v.
17 ConAgra Foods, Inc., 844 F.3d 1121, 1123, 1126-33 (9th Cir. 2017) (no separate
18 “administrative feasibility” requirement); In re JUUL Labs, Inc., Mktg., Sales
19 Practices & Prods. Liab. Litig., 609 F. Supp. 3d 942, 966 n.11 (N.D. Cal. 2022). As
20 Judge Gee clearly stated, “under this Circuit’s binding precedent, no matter how
21 laborious or imperfect the process of identifying Class Members is, it does not present
22 a predominance issue.” Brown v. DirecTV, LLC, 562 F. Supp. 3d 590, 602 (C.D. Cal.
23 2021).

24 Class membership turns on three objective, record-based criteria—(1) the API
25 Form Provision in the contract, (2) a Pennsylvania choice-of-law clause in the
26 contract, and (3) a Ricoh-imposed annual increase exceeding the percentage stated in
27 the contract—each of which Ricoh can determine from two sources within its own
28 records: the executed contract and the corresponding Oracle billing record. 5/18/26

1 Phillips Decl. ¶ 5; 2/20/26 Creed Decl., Ex. 6, Strong Depo. Tr. 13:17-22. That this
2 exercise may be laborious does not make it individualized in the Rule 23 sense; it
3 remains ministerial claims-administration work and would not defeat class
4 certification even if administrative feasibility were a requirement. [Kelly v. RealPage](#)
5 [Inc.](#), 47 F.4th 202, 224 (3d Cir. 2022) (record review “even if it requires review of
6 individual records with cross-referencing of voluminous data from multiple sources”
7 does not defeat ascertainability).

8 ***Uninjured-Member and Individualized-Defense Arguments Are Speculative.***

9 Ricoh argues that the Class may include uninjured customers because some may not
10 have paid the overcharged amount, and that individualized defenses (waiver,
11 modification, statute of limitations, and the contractual limitation-of-liability clause)
12 will predominate. Ricoh, however, has not identified “with certainty” a single Class
13 member who fits any of these descriptions. [Van v. LLR, Inc.](#), 61 F.4th 1053, 1067-68
14 [\(9th Cir. 2023\)](#). “Mere speculation” about individualized issues is insufficient to
15 defeat predominance. *Id.*; see also [Senne v. Kansas City Royals Baseball Corp.](#), 934
16 [F.3d 918, 938 \(9th Cir. 2019\)](#); [Painters & Allied Trades Dist. Council 82 Health Care](#)
17 [Fund v. Takeda Pharm. Co. Ltd.](#), 674 F. Supp. 3d 799, 831 (C.D. Cal. 2023) (“courts
18 traditionally have been reluctant to deny class action status under Rule 23(b)(3)
19 simply because affirmative defenses may be available against individual members”).
20 Ricoh’s defenses are, in any event, common ones—the limitation-of-liability and
21 waiver clauses appear in the same form T&Cs that govern every Class member and
22 present common questions of interpretation and application. To the extent any genuine
23 risk of an overbroad class arises, the Court may refine the class definition rather than
24 deny certification. [Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC](#),
25 [31 F.4th 651, 669 n.14 \(9th Cir. 2022\) \(en banc\)](#).

26 ***Damages Are Subject to a Class-Wide Formula.*** Plaintiff has presented a
27 workable method for calculating damages on a class-wide basis: the difference
28 between the price Ricoh actually charged and the price that should have been charged

1 under the contractual cap. 2/20/26 Phillips Report ¶¶ 43, 58, 60. Dr. Phillips has
2 implemented that formula and has created a computer program that draws on Ricoh’s
3 own billing data, and has applied it to a random sample drawn under the Court-
4 ordered protocol, computing class-wide damages and individual damages estimates.
5 *Id.* ¶¶ 83-107; 5/18/26 Phillips Decl., Ex. 1. “[A]s long as there is a common formula
6 to the class, predominance is satisfied.” [4 Newberg & Rubenstein on Class Actions §](#)
7 [12:5](#). The Ninth Circuit has “repeatedly found class treatment to be appropriate, in
8 analogous contexts, based upon a showing that damages *could* be calculated on a
9 classwide basis, even where such calculations have not yet been performed.” [Lytle v.](#)
10 [Nutramax Lab’ys, Inc.](#), 114 F.4th 1011, 1025 (9th Cir. 2024) (emphasis in original).
11 Ricoh’s expert’s critique—directed at execution rather than methodology and based
12 on the wrong denominator of all Ricoh customers rather than only Class Members—
13 does not undermine predominance. [Cruson v. Jackson Nat’l Life Ins. Co.](#), 954 F.3d
14 [240, 258](#) (5th Cir. 2020) (overcharge damages “can be reckoned by fairly
15 straightforward math from [defendant’s] files”); [Wortman v. Air New Zealand](#), 326
16 [F.R.D. 549, 559](#) (N.D. Cal. 2018). The fact that individual damages amounts will vary
17 does not defeat certification. [Leyva v. Medline Indus. Inc.](#), 716 F.3d 510, 513-14 (9th
18 [Cir. 2013](#)); [Jimenez v. Allstate Ins. Co.](#), 765 F.3d 1161, 1168 (9th Cir. 2014).

19 ***Fraud Claim.*** Plaintiff’s fraud claim is one of promissory fraud—that Ricoh
20 made the contractual promise in the API Form Provision with no intent to honor it.
21 See [Brentwater Homes, Inc. v. Weibley](#), 369 A.2d 1172, 1175 (Pa. 1977). Intent at the
22 time of contracting (or lack thereof) is provable by common evidence: Ricoh’s written
23 “Create the Contract” procedure directed employees to enter default percentages into
24 Oracle (although it also provided for an exception in the event the customer signed
25 Terms and Conditions that provide the customer with a lower percentage price
26 increase). 2/20/26 Creed Decl., Ex. 14 at RICOH_0001212; *id.*, Ex. 6, Strong Depo.
27 Tr. 102:18-104:23. Reliance is susceptible to class-wide inferential proof from the fact
28 of payment in an overbilling context. [In re U.S. Foodservice Inc. Pricing Litig.](#), 729

1 [F.3d 108, 120 \(2d Cir. 2013\)](#) (affirming Rule 23(b)(3) certification of fraud claim for
2 class-wide inferred reliance on inflated invoices).

3 ***UCL Claim.*** The California Subclass’s UCL claim presents no individualized
4 issues. Under California law, “relief under the UCL is available without
5 individualized proof of deception, reliance and injury.” [In re Tobacco II Cases, 46](#)
6 [Cal. 4th 298, 320 \(2009\)](#). The same common evidence supporting Plaintiff’s breach of
7 contract and fraud theories will be used to support Plaintiff’s UCL claim. *See Doe v.*
8 [CVS Pharmacy, Inc., 982 F.3d 1204, 1214-15 \(9th Cir. 2020\)](#); [Rubio v. Capital One](#)
9 [Bank, 613 F.3d 1195, 1203-04 \(9th Cir. 2010\)](#). Restitution under the UCL will be
10 calculated using the same formula as compensatory damages on the breach claim.

11 Accordingly, the Court concludes that common issues predominate.

12 **2. Superiority**

13 In this case, the Court concludes that a class action is superior to other available
14 methods of adjudication. [Fed. R. Civ. P. 23\(b\)\(3\)](#); [Valentino v. Carter-Wallace, Inc.,](#)
15 [97 F.3d 1227, 1234 \(9th Cir. 1996\)](#). Plaintiff’s expert calculates average damages
16 between \$26.41 and \$632.28 per Class member, 5/18/26 Phillips Decl., Ex. 1 at 13—
17 amounts insufficient, individually, to justify the expense of separate litigation against
18 a large corporate defendant. [Amchem, 521 U.S. at 617](#) (“The policy at the very core of
19 the class action mechanism is to overcome the problem that small recoveries do not
20 provide the incentive for any individual to bring a solo action prosecuting his or her
21 rights.”). The Court is unaware of any other litigation initiated by Class members
22 concerning the same conduct, although Ricoh has informally resolved individual
23 complaints. In addition, concentration in this forum is appropriate because the named
24 Plaintiff resides in this District and Ricoh has subjected itself to specific jurisdiction
25 here. And, for the reasons discussed above, the case is manageable: liability and
26 damages can be determined through Ricoh’s own records and a uniform formula.
27 Accordingly, the Court concludes that superiority is satisfied.

28

1 **C. Personal Jurisdiction Over Absent Class Members**

2 Ricoh contends that *Bristol-Myers Squibb Co. v. Superior Court*, 582 U.S. 255
3 (2017), deprives the Court of personal jurisdiction over the claims of out-of-state
4 absent Class members. The Court joins the “overwhelming weight of authority”
5 holding that *Bristol-Myers* does not apply to Rule 23 class actions. *Kanan v. Thinx*
6 *Inc.*, 2021 WL 4464200, at *9 (C.D. Cal. June 23, 2021); accord *Lyngaas v. Curaden*
7 *Ag*, 992 F.3d 412, 432-35 (6th Cir. 2021); *Mussat v. IQVIA, Inc.*, 953 F.3d 441, 447-
8 48 (7th Cir. 2020). Although the Ninth Circuit has not yet resolved the question,
9 *Harrington v. Cracker Barrel Old Country Store, Inc.*, 142 F.4th 678, 686 (9th Cir.
10 2025), there is a “tsunami of precedent” to that effect. See 2 Newberg & Rubenstein
11 on Class Actions § 6:30. Plaintiff is a California corporation and Ricoh does not
12 dispute that the Court has specific personal jurisdiction over Plaintiff’s claims.
13 Accordingly, the Court concludes that it has personal jurisdiction over absent
14 members.

15 **IV. CONCLUSION AND ORDER**

16 For the foregoing reasons, Plaintiff’s Motion to Certify Class Action is
17 **GRANTED**. However, if, at any time, it appears that the requirements of Rule 23(a)
18 or Rule 23(b) are no longer satisfied, the Court will not hesitate to decertify the Class.
19 See Fed. R. Civ. P. 23(c)(1)(C) (“An order that grants or denies class certification may
20 be altered or amended before final judgment.”). The Court orders as follows:

21 1. *Certification*. The Court certifies, pursuant to Federal Rule of Civil
22 Procedure 23(b)(3), the following Class and Subclass: *Class*: All customers of Ricoh
23 in the United States where (1) their contract contains an Annual Price Increase limit
24 using the API Form Provision, (2) Ricoh increased prices in any year by a percentage
25 that exceeded the numerical percentage set forth in the text of that customer’s API
26 Form Provision, and (3) the contract contains a Pennsylvania choice-of-law clause.
27 *California Subclass*: All members of the Class who are located in California
28 according to Ricoh’s records.

1 2. *Class Representative.* Mike the Printer, Inc. is appointed Class
2 Representative for the Class and the California Subclass.

3 3. *Class Counsel.* Pursuant to Rule 23(g), Brian J. Panish, Rahul Ravipudi, and
4 Jesse Creed of Panish Shea Ravipudi LLP are appointed Class Counsel.

5 4. *Notice to the Class.* Within twenty eight (28) days of the date of this Order,
6 the parties shall meet and confer and submit a Joint Proposed Notice to the Class and a
7 proposed plan of notice administration that complies with Rule 23(c)(2)(B). If the
8 parties cannot agree, they shall on the same date file a joint report setting forth each
9 party's proposed notice and a brief statement of its position.

10 IT IS SO ORDERED.

11 Dated: June 4, 2026

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Hon. John F. Walter
United States District Judge