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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

GUY BLAZ HANLEY, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

SAMSARA NETWORKS, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CGC-20-584034

[Assigned to the Hon. Anne-Christine Massullo,
Dept. 304]

**SUPPLEMENTAL BRIEF IN SUPPORT OF
PLAINTIFF'S NOTICE OF MOTION AND
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Date: February 4, 2022

Time: 10:00 a.m.

Dept.: 304

Complaint Filed: April 3, 2020

Trial Date: None Set

ELECTRONICALLY
FILED

*Superior Court of California,
County of San Francisco*

01/24/2022
Clerk of the Court

BY: SANDRA SCHIRO
Deputy Clerk

1 On December 9, 2021, plaintiff Guy Blaz Hanley (“Plaintiff”), individually and on behalf
2 of the State of California and all PAGA Group Members, as defined in the PAGA Settlement
3 Agreement (the “Agreement”), moved for Court approval of the Agreement.

4 On January 3, 2022, the Court issued a Tentative Ruling re Plaintiff’s Motion to Approve
5 Settlement Agreement Pursuant to PAGA. After meeting and conferring regarding the Court’s
6 tentative ruling and requesting that the Court continue the hearing on Plaintiff’s Motion, Plaintiff
7 and Samsara, Inc. (the “Parties”) amended certain provisions of the Agreement (the
8 “Amendment”).

9 Plaintiff submits the Amendment for the Court’s consideration, which is attached as
10 Exhibit A to the Declaration of Max Gavron (“Gavron Decl.”), along with the briefing below,
11 which addresses each section of the Court’s Tentative Ruling.

12 I. RELEASE

13 The Amendment specifically provides that the release is applicable only to those claims
14 accrued during the PAGA Period:

15 **2.27 Released Claims.** “Released Claims” means all claims under PAGA that
16 are alleged in the Amended Complaint, or that could have been alleged based on
17 the facts alleged in the Amended Complaint, based on alleged violations of Labor
18 Code sections 201, 202, 203, 204, 226.7, 510, 512, 558, 1174, 1194, 1197,
19 1197.1, 2802, and 226, subdivision (a) and the applicable Wage Order(s)
20 promulgated by the Industrial Welfare Commission that arose during the PAGA
21 Group Members’ employment with Defendant during the PAGA Period. The
22 Released Claims are released by both the State of California and the PAGA
23 Group Members as part of this Settlement.

24 II. SETTLEMENT DISTRIBUTION

25 The Amendment provides that the Settlement Administrator shall re-mail returned checks
26 no later than 75 days after the Effective Date. Amendment ¶ 4.3.

27 III. POST-APPROVAL NOTICE

28 Plaintiff submits a revised version of the proposed notice, which is as Exhibit C to the
Amendment. Plaintiff provides the proposed notice with redlines for the Court’s review. See
Gavron Decl. ¶ 10, Ex. B. To the extent the Court approves the settlement and form of notice,

Plaintiff will accept all revisions prior to circulating to the Settlement Administrator.

Plaintiff met and conferred with Defendant's counsel and the Parties agree that translation of the notice is not necessary in this case. Gavron Decl. ¶ 11. The rest of the bullet points identified in the Court's tentative ruling are addressed in the redlines to the proposed notice.

IV. CLAIMS ADMINISTRATOR AND ADMINISTRATION COSTS

Plaintiff submits the Declaration of Jodey Lawrence detailing the qualifications and attaching the proposed invoice for administration of the Settlement.

As explained in the Gavron Declaration, the Settlement provided for administration costs not to exceed \$7,500.00. Stipulation § 2.31. In preparing the Motion for Approval, Plaintiff's counsel mistakenly used the "not to exceed" anticipated cost of administration (\$7,500.00) to determine the anticipated Net Settlement Amount. Gavron Decl. ¶ 7. Because the actual cost of administration is significantly lower than the amount anticipated by the Agreement, the Net Settlement Amount will increase and so too will the distributions to the State of California and Aggrieved Employees. *Id.* Below is a revised analysis of the distribution of the Settlement based on the anticipated administration cost of \$3,995.00, and the anticipated reduction of costs, pursuant to the Court's tentative ruling and the revised cost bills submitted in support of Plaintiff's Supplemental Brief.

Gross Settlement Fund	\$800,000.00
Requested PAGA Counsel Fees	\$266,666.67
Requested PAGA Counsel Costs	\$13,703.48 ¹
Requested PAGA Rep. Enhancement	\$5,000.00
General Release Payment	\$20,000.00

¹ This cost value contemplates the removal of postage and costs of meals as discussed in the Court's tentative ruling.

Settlement Administration Costs	\$3,995.00
Net Settlement Fund	\$490,634.85
PAGA 75% to State	\$367,976.14
PAGA 25% to Agg. Employees	\$122,658.71

V. RELEASE OF PLAINTIFF’S INDIVIDUAL CLAIMS

As part of the Settlement, Plaintiff agreed to provide a general release of all claims related to his employment with Defendant, including a waiver of the protections of Civil Code § 1542. The general release is reasonable because Plaintiff has agreed to waive any potential claim, including those outside the scope of the claims alleged in the Complaint. Plaintiff has agreed to forego his ability to bring past and present claims against Defendant, and has also covenanted not to sue Defendant in the future. Proposed Settlement, § 5.2 (“Plaintiff further agrees not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released pursuant to this Section.”). These agreements support the additional consideration for Plaintiff. Aggrieved Employees will not provide such a broad release.

VI. SERVICE AWARD

Plaintiff submits a supplemental declaration in support of his request for a service award. Plaintiff declares that he risked future employment by bringing this action because prospective employers may view a prior lawsuit as a reason not to hire an individual, especially in the sales field. Supplemental Declaration of Guy Blaz Hanley in Support of Plaintiff’s Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act ¶¶ 5-7. Plaintiff also explains he expended approximately twenty to twenty-five hours working with his attorneys on the case, including preparation of declarations, review of documents, conferences regarding mediation, and responding to questions regarding Defendant’s practices. *Id.* ¶ 8.

VII. FIRST AMENDED COMPLAINT

Plaintiff attaches a signed version of the First Amended Complaint to the Gavron

1 Declaration as Exhibit C.

2 **VIII. ATTORNEYS' FEES**

3 The Court requested that Plaintiff's counsel address additional factors regarding
4 Plaintiff's request for a fee award, which are discussed below.

5 **a. PERCENTAGE OF THE RECOVERY**

6 Plaintiff addresses the factors identified by the Court in its Tentative as follows:

7 The time and labor required:

8 As detailed in counsel's declarations, Plaintiff's counsel spent over 300 hours working on
9 this case to bring it to a successful resolution. Initial Gavron Decl.² ¶ 49, Ex. C; Initial Lee Decl.
10 ¶ 8, Ex. A; Initial Lebe Decl. ¶¶ 10, 13. Plaintiff opposed Defendant's Motion to Compel
11 Arbitration and litigated this case to achieve the best result possible for Plaintiff and the State of
12 California. Plaintiff's counsel later engaged in settlement negotiations over several months with
13 the assistance of a retired judge. Plaintiff's counsel also detailed their experience in class and
14 PAGA litigation in their declarations. Initial Gavron Decl. ¶¶ 43-45; Initial Lee Decl. ¶¶ 6-7;
15 Initial Lebe Decl. ¶¶ 6-8.

16 The result achieved:

17 As set forth in Plaintiff's Motion, the result achieved is favorable because it amounts to a
18 significant percentage of the maximum penalties available under the law, while also accounting
19 for the risks associated with moving forward with litigation and possible appeals. Plaintiff's
20 counsel estimated, based on 14,353 pay periods, that the maximum penalties available if the
21 Court did not "stack" penalties for multiple violations of the Labor Code during the same pay
22 period would be approximately \$1.4 million. Initial Gavron Decl. ¶ 34. Here, the proposed
23 settlement of \$800,000 is an exceptional result when compared to the maximum potentially
24 available penalties. Courts routinely award far less than the statutory maximum amount of civil
25 penalties, even where an underlying violation of the Labor Code is found. Just very recently, in
26

27
28 ² Plaintiff references the declarations submitted by counsel in support of Plaintiff's Motion for
Approval as each attorney's "Initial" declaration. The supplemental declarations are referred to
simply by the attorney's last name.

1 the matter of *Magadia v. Wal-Mart Assocs., et al.*, while the trial court imposed substantial
2 PAGA penalties upon the defendant, such amount still represented reductions of 67% and 80%
3 of the potential PAGA penalties at issue. 2019 U.S. Dist. Lexis 91792 at *87-*100 (N.D. Cal.
4 May 31, 2019). Moreover, this was only after the plaintiff in *Magadia* had prevailed after trial.
5 Thereafter, the Ninth Circuit reversed the trial court's ruling, which demonstrates the significant
6 risk presented in moving forward with litigation. *Magadia v. Wal-Mart Assocs., Inc.*, 999 F.3d
7 668, 677 (9th Cir. 2021).

8 Whether the fee arrangement was on a contingency basis:

9 This matter was contingent without any sort of fixed or guaranteed fees for Class
10 Counsel. Gavron Decl. ¶ 15. Indeed, Plaintiff's counsel's sole payment was based on
11 contingency fee and no fixed guaranteed costs would have received unless Plaintiff's counsel
12 were successful in this litigation. *Id.* This contingent representation demonstrates the risk
13 Plaintiff's counsel takes in bringing cases like this one. As noted above, in *Magadia v. Wal-*
14 *Mart*, Plaintiff's counsel litigated the case for several years through appellate proceedings
15 expending significant attorney time and costs, only to have the appellate court reverse a
16 significant judgment achieved at the trial court. Gavron Decl. ¶ 15.

17 **b. HOURS BILLED IN 2020 AND 2021 BY LEBE LAW COUNSEL**

18 The Court has requested that Plaintiff's counsel Jonathan M. Lebe and Zachary T.
19 Gershman provide updated declarations which provide the number of hours spent in prosecuting
20 this matter in 2020 and 2021. As a result, simultaneously with this supplemental brief, Plaintiff's
21 counsel has submitted the supplemental declaration of Jonathan M. Lebe which clarifies that of
22 the 82.7 hours expended by Mr. Lebe that Mr. Lebe spent 43.3 hours in prosecuting this matter
23 in the year of 2020 and 39.4 hours prosecuting this matter in the year of 2021. Supplemental
24 Declaration of Jonathan M. Lebe ("Lebe Suppl. Decl.") ¶ 9. This supplemental declaration also
25 specifies that of the 51.2 hours expended on prosecuting this matter by Mr. Gershman, that 24.75
26 hours were spent during the year of 2020, and 26.45 hours were spent in the year of 2021. Lebe
27 Suppl. Decl. ¶ 12.

28 ///

c. LODESTAR AND MULTIPLIER

Plaintiff submits supplemental declarations that detail the rates charged for various tasks throughout this litigation. Below is a chart breaking down the rates and hours.

Attorney	Hours (includes anticipated)	Rate	Total
Lee	73.8	\$750.00 ³	\$55,350.00
Gavron	126.9	\$550.00 ⁴	\$69,795.00
Lebe 2020	43.3	\$550.00	\$23,815.00
Lebe 2021	39.4	\$650.00	\$25,610.00
Gershman 2020	24.75	\$250.00	\$6,187.50
Gershman 2021 ⁵	26.45	\$350.00	\$9,257.50
Total hours/Lodestar	334.6		\$190,015.00

Based on these figures, counsel's lodestar is approximately \$190,015.00, which requires only a modest multiplier of 1.4 when compared to the common fund approach, which supports the \$266,666.67 fee request. Gavron Decl. ¶ 16.

IX. LITIGATION COSTS

The Court identified four areas of inquiry. Plaintiff addresses them below.

April 3, 2020 Entry:

This entry is for the filing fee associated with the Complaint, as well as fees incurred

³ Mr. Lee only performed work on this case during the time his rate was \$750 and thus does not provide any breakdown by year.

⁴ While the Court's tentative ruling identified Mr. Gavron's rate as \$500, his declaration provided that his rate is \$550 per hour. He detailed the reasons supporting this rate in his declaration. He worked at \$550 per hour during the time period applicable to the case. Gavron Decl. ¶ 16.

⁵ Mr. Lebe's Initial Declaration included a transcription error in Paragraph 13, which noted that Mr. Gershman worked 49.3 hours on this case, whereas else he explained that Mr. Gershman worked 51.2 hours. The Court's tentative ruling used 49.3 hours, and thus Plaintiffs provide this supplemental briefing to address the issue. 7

1 from the service Plaintiff used to file electronically. Gavron Decl. ¶ 17.a, Ex. D (documentation
2 re filing fees).

3 April 24, 2020 and May 4, 2020: Both of these charges are related to the Application for
4 Complex Case Designation. The April 24, 2020 charge for \$76.93 is for the filing of the
5 Application for Complex Case Designation. Gavron Decl. ¶ 17.b, Ex. E. The May 4, 2020
6 charge for \$35.75 is for courtesy copy charges for Application for Complex Case Designation.
7 Gavron Decl. ¶ 17.b, Ex. F.

8 With respect to the Court's last two bullet points from its tentative order, Plaintiff
9 submits a revised cost bill that removes costs associated with postage, and meals. See Lebe
10 Decl., Ex. 1; Gavron Decl., Ex. G.

11 **X. PROPOSED ORDER AND JUDGMENT**

12 Concurrently with this Supplemental Brief, Plaintiff submits a word-editable proposed
13 order and judgment.

14
15 DATED: January 24, 2022

LEBE LAW, APLC and DIVERSITY LAW
GROUP, P.C.

16
17 By: 

18 Jonathan M. Lebe
19 Zachary Gershman
20 Larry W. Lee
21 Max W. Gavron

Attorneys for Plaintiff Guy Blaz Hanley
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23
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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On January 24, 2022, I served the following document(s) described as:

- 11 **1. SUPPLEMENTAL BRIEF IN SUPPORT OF PLAINTIFF'S NOTICE OF**
MOTION AND MOTION TO APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT;
- 12 **2. SUPPLEMENTAL DECLARATION OF MAX W. GAVRON IN**
SUPPORT OF PLAINTIFF'S MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT;
- 13 **3. SUPPLEMENTAL DECLARATION OF JONATHAN M. LEBE IN**
SUPPORT OF PLAINTIFF'S MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT;
- 14 **4. SUPPLEMENTAL DECLARATION OF GUY BLA[Z HANLEY] IN**
SUPPORT OF PLAINTIFF'S MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT;
- 15 **5. DECLARATION OF JODEY LAWRENCE ON BEHALF OF PHOENIX**
SETTLEMENT ADMINISTRATORS;
- 16 **6. ORDER APPROVING SETTLEMENT AND JUDGMENT THEREON**

17 on the interested parties in this action as follows:

18 Karen J. Kubin
19 KKubin@mofo.com
20 Kwan Park
21 BPark@mofo.com
22 Jinny Sun Hwang
23 JHwang@mofo.com

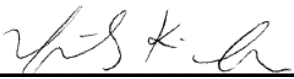
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4 *Attorneys for Defendant Samsara Networks*
5 *Inc.*

Los Angeles, California 90017
Attorneys for Defendant Samsara Networks
Inc.

6 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
7 entitled document(s) to be served through the File & ServeXpress E-Filing System at the website
8 www.fileandservexpress.com, addressed to all parties appearing on the electronic service list for
9 the above-entitled case. The service transmission was reported as complete and a copy of the
10 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
11 in this office.

12 I declare under penalty of perjury under the laws of the State of California that the
13 above is true and correct. Executed on January 24, 2022, at Los Angeles, California.

14 
15 _____
16 Linda Lee