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12 Attorneys for SAMSARA INC. sued herein as
Defendant SAMSARA NETWORKS, INC.

13 *[ADDITIONAL ATTORNEYS ON NEXT PAGE]*
14

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SAN FRANCISCO

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

18 Plaintiff,
19

20 v.

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

22 Defendants.
23

Case No. CGC-20-584034

(Assigned for All Purposes to the
Hon. Anne-Christine Massullo, Dept. 304)

**AMENDMENT TO PAGA SETTLEMENT
AGREEMENT**

Date Action Filed: April 3, 2020
Trial Date: Not Yet Set

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1 This Amendment (“Amendment”) to the PAGA Settlement Agreement submitted to the
2 San Francisco Superior Court for approval on December 9, 2021 (“Agreement”) is entered into by
3 and between plaintiff Guy Blaz Hanley (“Plaintiff”), individually and on behalf of the State of
4 California and all PAGA Group Members, as defined in the Agreement, and Samsara Inc., sued
5 herein as defendant Samsara Networks, Inc. (“Defendant”), subject to the approval of the Court.
6 Plaintiff and Defendant are referred to collectively as the “Parties.”

7 On January 3, 2022, the Court issued a Tentative Ruling re Plaintiff’s Motion to Approve
8 Settlement Agreement Pursuant to PAGA. After meeting and conferring regarding the Court’s
9 tentative ruling and requesting that the Court continue the hearing on Plaintiff’s Motion, the
10 Parties wish to amend certain provisions of the Agreement. The Parties agree to amend each of
11 the below provisions from the Agreement to read as follows:

12 **2.17 Notice of Settlement.** “Notice of Settlement” means the notice to be mailed to
13 PAGA Group Members with their Settlement Payments, which shall substantially conform to
14 Revised Exhibit C hereto.

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

23 **4.3 Settlement Administrator Duties.** The Settlement Administrator’s duties shall
24 include, without limitation: (i) taking receipt of and safeguarding the Settlement Fund Amount
25 and establishing the Settlement Fund; (ii) calculating and distributing the LWDA Payment,
26 Settlement Payments to PAGA Group Members, Fee and Expense Award, General Release
27 Payment, and Service Payment, provided such amounts are approved by the Court; (iii) issuing all
28 tax forms required by law; (iv) filing reports with the taxing authorities as required by law; and

(v) establishing a toll-free number for PAGA Group Members to call the Settlement Administrator with any questions regarding the Settlement, together with such other tasks as the Parties may mutually agree or the Court may order the Settlement Administrator to perform. The Settlement Administrator shall take all reasonable steps to ensure that (a) the highest percentage of PAGA Group Members receive their Settlement Payments and (b) it has the most current and accurate addresses for the PAGA Group Members, including, but not limited to performing an initial National Change of Address database search on all PAGA Group Members who are no longer employed by Defendant. In addition, the Settlement Administrator shall perform a standard search, also known as “batch,” “skip trace,” or “credit header” searches, on all addresses returned as undeliverable. The Settlement Administrator shall immediately re-mail returned checks tendered to the PAGA Group Members to all updated addresses obtained through its efforts to locate their most current and accurate addresses. The Settlement Administrator shall complete re-mailing any returned checks no later than 75 days after the Effective Date.

5. RELEASE AND WAIVER OF CLAIMS

5.1 PAGA Release. Effective upon the Effective Date and remittance of the Settlement Fund Amount, the State of California and all PAGA Group Members (including Plaintiff) shall be deemed to have, and by operation of the Judgment shall have, expressly released, waived, and discharged the Released Parties from the Released Claims, and they shall be bound by the Approval Order and Judgment and be forever barred from pursuing any of the Released Claims that accrued during the PAGA Period against any of the Released Parties.

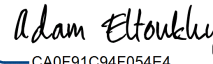
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IN WITNESS WHEREOF, the Parties hereto have so agreed.

Dated: January 21, 2022 GUY BLAZ HANLEY


G H Blaz Peck-Hanley (Jan 24, 2022 08:41 PST)
On behalf of himself, the State of California,
and all PAGA Group Members

Dated: 1/20/2022 | 7:00:02 PM PST SAMSARA INC.

DocuSigned by:

By: CA0F91C94F054E4...
Adam Eltoukhy, its General Counsel

APPROVED AS TO FORM: DIVERSITY LAW GROUP, P.C.
LEBE LAW, APLC

Dated: January 24, 2022
By: 
Larry W. Lee

Attorneys for Plaintiff
GUY BLAZ HANLEY

APPROVED AS TO FORM: MORRISON & FOERSTER LLP

Dated: January 20, 2022
By: 
Tritia M. Murata

Attorneys for SAMSARA INC. sued herein as
Defendant SAMSARA NETWORKS, INC.

NOTICE OF SETTLEMENT

Enclosed is a check representing your share of the proceeds of the settlement of a lawsuit brought against Samsara by a former employee, entitled *Guy Blaz Hanley v. Samsara Networks, Inc.*, San Francisco County Superior Court Case No. CGC-20-584034 (the “Action”). The Action alleged a claim under California’s Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698, *et seq.* PAGA is a statute that permits an alleged “aggrieved employee” to bring a civil lawsuit to enforce the Labor Code on behalf of the State of California and other employees. In a PAGA case, after deduction of attorneys’ fees, costs, settlement administration costs, and a service award for the named plaintiff, 75% of any recovery is distributed to the State of California, and the remaining 25% is distributed to the employees.

The Action brought a PAGA claim for alleged violations of the California Labor Code §§ 201, 202, 203, 204, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, and 226, subdivision (a) and the applicable Wage Order(s) promulgated by the Industrial Welfare Commission (“IWC”). There are approximately 570 employees who will each receive a portion of the settlement.

The Action is now settled. The settlement is not an admission of liability by Samsara. Throughout this case, Samsara has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Samsara contends that it has complied with all laws and regulations regarding those matters.

Your payment was calculated based on the total number of pay periods you worked during the period from March 27, 2019 to July 31, 2021, multiplied by the per pay period value derived from the settlement. The settlement has been approved by the court and no further action is required on your part. You should cash your check by **[180 DAYS AFTER ISSUANCE]**, after which the check will be void and you will no longer be able to share in the settlement. Even you do not cash your check, as a result of the settlement of the Action, you will be bound by the release in this Action. The settlement releases claims for civil penalties under PAGA predicated on alleged violations of Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and 2802 and the applicable IWC Wage Orders from March 27, 2019 to and including July 31, 2021. This means that you cannot file a lawsuit under PAGA for alleged violations of these statutes and regulations during this time period.

If you have questions about the settlement, you may call the settlement administrator, **[NAME]** at **[TOLL-FREE NUMBER]**. You may also access documents regarding the Action on the Court’s online docket, which is available here:

<https://webapps.sftc.org/captcha/captcha.dll?referrer=https://webapps.sftc.org/ci/CaseInfo.dll?>

You may use the case number, CGC-20-584034, to look up information regarding the Action.

Please do not contact the Court regarding this Notice.