

Jonathan M. Lebe (State Bar No. 284605)
Zachary Gershman (State Bar No. 328004)
LEBE LAW, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 358-7046

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

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 DECLARATION OF
GUY BLA IN SUPPORT OF PLAINTIFF'S
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 **SUPPLEMENTAL DECLARATION OF GUY BLAZ HANLEY**

2 I, Guy Blaz Hanley, declare as follows:

3 1. I am an individual over the age of 18. I am the named Plaintiff in the above
4 referenced action. I have personal knowledge of the facts set forth below and if called to testify I
5 could and would do so competently.

6 2. I began working for Defendant Samsara Inc. (the “Company”) as a salesperson on
7 or about February 25, 2019. I worked as a non-exempt, salaried employee.

8 3. During my employment with the Company, I regularly worked off-the-clock during
9 meal and rest breaks. Despite working during and through break times, the Company did not allow
10 me to keep accurate track of all hours I worked, including start and stop times for my shifts. As a
11 result, I was not paid all minimum and overtime wages owed to me, as well as meal and rest period
12 premium pay for missed breaks. During periods when I earned double-time wages, I was not paid
13 at the correct regular rate of pay. I was also not provided with accurate itemized wage statements.
14 Moreover, I was required to use my personal cell phone to conduct work but was not reimbursed
15 for this and other work-related expenses. Finally, I was not paid all wages and commissions owed
16 to me upon separation of employment.

17 4. After I contacted my attorneys, I had an initial consultation and subsequent
18 conversations regarding the potential claims. After I spent hours locating my documents I had
19 received from the Company, including company policy documents and paystubs, we spent
20 additional hours reviewing them and addressing follow up questions from my attorneys. I was
21 asked, among other things, whether the policies were distributed to other aggrieved employees,
22 whether other employees worked off the clock during meal and rest breaks like myself, and the
23 types of expenses I was not reimbursed for, and what I believed other aggrieved employees were
24 not provided. We discussed potential claims based on the information that I provided and my legal
25 options.

26 5. It was explained to me that as a named plaintiff and potential PAGA representative
27 a lot of work would be required of me. It was also explained to me that by suing on behalf of
28 myself and other employees, I could be subject to stigma that is sometimes associated with those

1 who bring class or PAGA actions against employers, which could impact my ability to find future
2 employment as a salesperson. I was also advised by my attorneys that if this action was
3 unsuccessful that I could have been subject to liability for the Company's attorneys' fees and costs
4 which could have been substantial. Although I recognized all of these risks, I still felt compelled
5 to come forward and act for myself and other employees because I strongly felt that Company's
6 alleged illegal practices in terms of the failure to reimburse for business expenses and pay waiting
7 time penalties (as well as subsequently in terms of the unlawful deductions), were wrong and
8 needed to be rectified.

9 6. During the case I was informed by my counsel that the Company had agreed to
10 mediate this case on February 24, 2021, and I was informed of the mediation process, what to
11 expect, and provided additional information to add to the mediation brief and damages model. For
12 both mediations I made myself personally available to speak with my attorneys if they needed my
13 input or assistance during the mediation.

14 7. After the settlement was reached in this action, I reviewed the settlement
15 agreement. After reading through the settlement agreement, I had multiple conversations with my
16 attorneys to clarify certain items, and then consented to the terms in the settlement agreement by
17 signing same.

18 8. I believe that the request of \$5,000 as an enhancement is not only appropriate, but
19 reasonable in light of (a) the emotional and mental stresses of dealing with this lawsuit, and the
20 potential of having a judgment entered against me if we had lost; (b) exposure to costs if the
21 Company would have won; (c) the real potential of losing job opportunities because I filed this
22 case; (d) giving a general release of all claims arising from my employment with the Company,
23 which is broader than the release the Aggrieved Employees have provided; and (e) for the
24 substantial hours I dedicated to this case both before and after this lawsuit was filed which was
25 time lost from being with my family, friends and work. I estimate that I have spent between twenty
26 and twenty-five hours in assisting my attorneys in the prosecution of this action.

27 ///

28 ///

9. As part of the settlement, I also agreed to a general release of claims and waiver of Civil Code § 1542. This general release includes past and present claims against the Company. I understand other employees have not provided such a release.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on Jan 24, 2022, at Seattle, Washington.


G H Blaz Peck-Hanley (Jan 24, 2022 08:35 PST)

GUY BLAZ HANLEY