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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)

PAGA SETTLEMENT AGREEMENT

Date Action Filed: April 3, 2020

Trial Date: Not Yet Set

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1 This PAGA Settlement Agreement (“Agreement”) is entered into by and between plaintiff
2 Guy Blaz Hanley (“Plaintiff”), individually and on behalf of the State of California and all PAGA
3 Group Members (defined below), and Samsara Inc., sued herein as defendant Samsara Networks,
4 Inc. (“Defendant”), subject to the approval of the Court. In consideration of the promises and
5 mutual covenants and agreements herein contained, Plaintiff and Defendant (collectively,
6 the “Parties”) hereby covenant and agree as follows:

7 **1. RECITALS**

8 1.1 On April 3, 2020, Plaintiff filed a putative class and representative action
9 complaint (the “Complaint”) against Defendant in the Superior Court of the State of California,
10 County of San Francisco, entitled *Guy Blaz Hanley v. Samsara Networks, Inc.*, Case
11 No. CGC-20-584034 (the “Action”). The Complaint alleges eight causes of action for (1) failure
12 to pay overtime wages (Lab. Code, §§ 510, 558, 1194); (2) failure to pay minimum wages
13 (Lab. Code, §§ 1194, 1197, 1197.1); (3) failure to provide meal breaks (Lab. Code, §§ 226.7,
14 512); (4) failure to provide rest breaks (Lab. Code, § 226.7); (5) failure to reimburse necessary
15 business expenses (Lab. Code, § 2802); (6) failure to provide accurate itemized wage statements
16 (Lab. Code, § 226, subd. (a)); (7) violation of the Unfair Competition Law (Bus. & Prof. Code,
17 § 17200, et seq.); and (8) violation of the Labor Code Private Attorneys General Act of 2004
18 (PAGA, Lab. Code § 2698, et seq.).

19 1.2 On June 17, 2020, Defendant petitioned the Court to compel arbitration of
20 Plaintiff’s individual claims and dismiss the class claims, and moved to stay the Action pending
21 the arbitration’s completion. On the same date, Defendant filed its Answer to the Eighth Cause of
22 Action in the Complaint alleging violation of PAGA, generally denying all of the allegations
23 contained in that cause of action and asserting a number of affirmative defenses. On August 11,
24 2020, the Court compelled Plaintiff’s individual claims to arbitration, dismissed the class claims,
25 and stayed the Action.

26 1.3 Plaintiff thereafter informed Defendant that he did not intend to pursue his
27 individual claims in arbitration, and the Parties agreed to mediate the Action. In connection with
28 their anticipated mediation, Plaintiff asked for and Defendant provided extensive informal

discovery, including the number of current and former non-exempt employees employed by Defendant in California during the relevant period, information regarding the wage statements Defendant furnished to its non-exempt employees employed in California during the relevant period, and relevant written policies.

1.4 In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims and defenses in the Action. Based on this investigation and analysis, Plaintiff believes the Action has merit, while Defendant believes the Action has no merit.

1.5 On February 24, 2021, the Parties participated in a mediation conducted by the Honorable Ronald M. Sabraw (Ret.), but the Parties did not reach settlement by the conclusion of the mediation. With Judge Sabraw's assistance, the Parties continued to engage in extensive, vigorous, arm's-length negotiations in the following months, and on June 14, 2021, the Parties agreed in principle to a settlement of the Action.

1.6 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor of either Plaintiff or Defendant. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

1.7 It is the Parties' intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released herein and described below.

2. DEFINITIONS

As used in this Agreement, the terms set forth in this Section 2 shall have the meanings ascribed to them below.

2.1 **Action.** "Action" means the above-captioned action entitled *Guy Blaz Hanley v. Samsara Networks, Inc.*, Case No. CGC-20-584034, currently pending in the Superior Court of the State of California, County of San Francisco.

1 2.2 **Agreement.** “Agreement” means this PAGA Settlement Agreement, including all
2 Exhibits referred to herein and attached hereto.

3 2.3 **Amended Complaint.** “Amended Complaint” means the First Amended
4 Complaint attached as Exhibit A to be filed by Plaintiff in the Action for settlement purposes
5 only.

6 2.4 **Approval Date.** “Approval Date” means the date on which the Court enters the
7 Order Approving Settlement and Judgment Thereon.

8 2.5 **Approval Order or Judgment.** “Approval Order” or “Judgment” means the
9 Order Approving Settlement and Judgment Thereon approving the Settlement and this
10 Agreement, which shall substantially conform to Exhibit B hereto.

11 2.6 **Samsara or Defendant.** “Samsara” or “Defendant” means Samsara Inc., sued
12 herein as defendant Samsara Networks, Inc.

13 2.7 **Complaint.** “Complaint” means the complaint filed by Plaintiff in the Action on
14 April 3, 2020.

15 2.8 **Court.** “Court” means the Superior Court of the State of California, County of
16 San Francisco.

17 2.9 **Defendant’s Counsel.** “Defendant’s Counsel” means the law firm of Morrison &
18 Foerster LLP.

19 2.10 **Effective Date.** “Effective Date” means either (a) the date 60 days after entry of
20 the Approval Order and Judgment, if no motions for reconsideration and no appeals or other
21 efforts to obtain review have been filed, or (b) in the event a motion for reconsideration, an appeal
22 or other effort to obtain review of the Approval Order and Judgment, the date 60 days after such
23 reconsideration, appeal, or review has been finally concluded and is no longer subject to review,
24 whether by appeal, petition for rehearing, petition for review, or otherwise.

25 2.11 **Fee and Expense Award.** “Fee and Expense Award” means such award of
26 attorneys’ fees and costs/expenses as the Court may authorize to be paid to Plaintiff’s Counsel for
27 the services they have rendered in the Action.
28

1 2.12 **General Release Payment.** “General Release Payment” means the compensation
2 paid to Plaintiff in consideration for his general release of his individual claims as set forth in
3 Section 5.2, separate and apart from a Service Payment (if any) and any Settlement Payment, to
4 be paid to him from the Gross Settlement Amount.

5 2.13 **Gross Settlement Amount.** “Gross Settlement Amount” means Eight Hundred
6 Thousand Dollars and No Cents (\$800,000.00), which is the maximum total amount that
7 Defendant shall be required to pay for any and all purposes under this Agreement. The following
8 shall be paid from the Gross Settlement Amount pursuant to the Plan of Allocation set forth in
9 Section 4.4, below: (a) the LWDA Payment, (b) the Settlement Payments to PAGA Group
10 Members, (c) the Fee and Expense Award, (d) the General Release Payment, (e) the Service
11 Payment, and (f) the Settlement Administration Costs. The Gross Settlement Amount is based on
12 Defendant’s representation that between March 27, 2019 through May 15, 2021, the PAGA
13 Group Members worked a total of 14,353 Pay Periods. Should the number of Pay Periods
14 worked by the PAGA Group Members between March 27, 2019 through May 15, 2021 be more
15 than 14,353, the Gross Settlement Amount shall be increased on a proportional pay period basis.
16 Under no other circumstances shall Defendant pay any sum in excess of the Gross Settlement
17 Amount in connection with the Settlement, except for Defendant’s share of employment payroll
18 tax arising from the portion of the General Release Payment attributed to wages, as further
19 described in Section 3.5, below.

20 2.14 **LWDA.** “LWDA” means the California Labor and Workforce Development
21 Agency.

22 2.15 **LWDA Payment.** “LWDA Payment” means the portion of the Gross Settlement
23 Amount to be paid to the LWDA under this Agreement, which shall equal 75 percent of the Net
24 Settlement Sum.

25 2.16 **Net Settlement Sum.** “Net Settlement Sum” means the Gross Settlement Amount
26 less the following: (a) Fee and Expense Award, (b) General Release Payment, (c) Service
27 Payment, and (d) Settlement Administration Costs.
28

1 2.17 **Notice of Settlement.** “Notice of Settlement” means the notice to be mailed to
2 PAGA Group Members with their Settlement Payments, which shall substantially conform to
3 Exhibit C hereto.

4 2.18 **PAGA.** “PAGA” means the Labor Code Private Attorneys General Act of 2004
5 (Lab. Code, § 2698, et seq.).

6 2.19 **PAGA Group Members or Members.** “PAGA Group Members” or “Members”
7 means Plaintiff and all other current and former non-exempt employees employed by Defendant
8 in California at any time from March 27, 2019 to and including July 31, 2021.

9 2.20 **PAGA Group Members Payment.** “PAGA Group Members Payment” means
10 the aggregate sum of all Settlement Payments that the Settlement Administrator determines are
11 owed to PAGA Group Members under this Agreement, which shall equal 25 percent of the Net
12 Settlement Sum.

13 2.21 **PAGA Period.** “PAGA Period” means the time period from March 27, 2019 to
14 and including July 31, 2021.

15 2.22 **Parties.** “Parties” means plaintiff Guy Blaz Hanley, on behalf of himself, the
16 State of California, and all PAGA Group Members, and Samsara Inc., sued herein as defendant
17 Samsara Networks, Inc.

18 2.23 **Pay Periods.** “Pay Periods” means the number of semimonthly pay periods in the
19 PAGA Period during which a PAGA Group Member worked for Defendant for at least one day.
20 Pay Periods will be calculated according to Defendant’s records.

21 2.24 **Plaintiff.** “Plaintiff” means Plaintiff Guy Blaz Hanley.

22 2.25 **Plaintiff’s Counsel.** “Plaintiff’s Counsel” means the law firms of Diversity Law
23 Group, P.C. and Lebe Law, APLC.

24 2.26 **Plan of Allocation.** “Plan of Allocation” means the manner in which the Net
25 Settlement Sum shall be paid to the LWDA and PAGA Group Members as set forth in
26 Section 4.4, below.

27 2.27 **Released Claims.** “Released Claims” means all claims under PAGA that are
28 alleged in the Amended Complaint, or that could have been alleged based on the facts alleged in

1 the Amended Complaint, based on alleged violations of Labor Code sections 201, 202, 203, 204,
2 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, and 226, subdivision (a) and the applicable
3 Wage Order(s) promulgated by the Industrial Welfare Commission that arose during the PAGA
4 Group Members' employment with Defendant. The Released Claims are released by both the
5 State of California and the PAGA Group Members as part of this Settlement.

6 **2.28 Released Parties.** "Released Parties" means Samsara Inc., its present, former, or
7 future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors,
8 successors and assigns, and each of their respective present, past, or future officers, directors,
9 employees, partners (both general and limited), shareholders, agents, attorneys, insurers, and any
10 other successors, assigns, or legal representatives.

11 **2.29 Service Payment.** "Service Payment" means the amount authorized by the Court
12 be paid to Plaintiff, if any, from the Gross Settlement Amount, separate and apart from the
13 General Release Payment and any Settlement Payment, to be paid to him.

14 **2.30 Settlement.** "Settlement" means this Agreement and all actions taken pursuant to
15 and in furtherance of this Agreement.

16 **2.31 Settlement Administration Costs.** "Settlement Administration Costs" means the
17 amount approved by the Court to be paid to the Settlement Administrator from the Gross
18 Settlement Amount for administration of the Settlement, not to exceed Seven Thousand
19 Five Hundred Dollars and No Cents (\$7,500.00).

20 **2.32 Settlement Administrator.** "Settlement Administrator" means Phoenix
21 Settlement Administrators or such professional, third-party administrator as may be approved by
22 the Court, which shall be responsible for administering the Settlement pursuant to the terms of
23 this Agreement and the Judgment. The Settlement Administrator shall agree to confidentiality
24 terms as may be required by Defendant regarding personnel, payroll, and any other data provided
25 to the Settlement Administrator.

26 **2.33 Settlement Payment.** "Settlement Payment" means the amount that the
27 Settlement Administrator determines is owed to a PAGA Group Member pursuant to the Plan of
28 Allocation described in Section 4.4, below.

1 2.34 **Settlement Fund.** “Settlement Fund” means the fund established and
2 administered by the Settlement Administrator for the purpose of receiving and disbursing
3 amounts to be paid to the LWDA, the PAGA Group Members, Plaintiff, Plaintiff’s Counsel, and
4 the Settlement Administrator pursuant to this Agreement. The Settlement Fund shall be funded
5 by Defendant following the Effective Date in accordance with Section 4.6.1, below.

6 2.35 **Settlement Fund Amount.** “Settlement Fund Amount” means the total amount
7 that Defendant shall remit to the Settlement Administrator in accordance with Section 4.6.1,
8 below, which shall consist of the following amounts, the aggregate of which shall not exceed the
9 Gross Settlement Amount: (a) the LWDA Payment, (b) the PAGA Group Members Payment,
10 (c) the Fee and Expense Award, (d) the General Release Payment, (e) Service Payment, and
11 (f) the Settlement Administration Costs.

12 **3. SETTLEMENT TERMS**

13 3.1 **Lifting Stay.** The Parties shall lodge with the Court a stipulation and proposed
14 order to lift the stay imposed on August 11, 2020, for the sole and limited purpose of Plaintiff
15 filing the Amended Complaint and motion to approve PAGA settlement, as set forth in
16 Sections 3.2 and 3.3, respectively.

17 3.2 **Amended Complaint.** Plaintiff shall file the Amended Complaint attached as
18 Exhibit A hereto, for settlement purposes only. The Amended Complaint shall assert an
19 individual claim on behalf of Plaintiff alleging failure to pay all commissions owed during his
20 employment, and the Amended Complaint shall also assert failure to pay all commissions owed
21 as part of the PAGA allegations. In all other respects, the Amended Complaint shall be the same
22 as the original Complaint. Nonetheless, the filing of the Amended Complaint shall not in any
23 way revive or otherwise give force or effect to the class claims that the Court dismissed from the
24 Action on August 11, 2020, which claims shall remain dismissed from the Action
25 notwithstanding the filing of the Amended Complaint. The Amended Complaint shall be deemed
26 filed as of the Approval Date, and Defendant concurrently shall be deemed to deny all of the
27 allegations contained in it and to raise all the defenses Defendant raised in its August 11, 2020
28 Answer to the original Complaint, without the need to file an answer to the Amended Complaint.

1 **3.3 Motion to Approve PAGA Settlement.** Promptly upon the Parties' execution of
2 this Agreement, Plaintiff shall file a motion for an order approving the Settlement, including
3 (without limitation) the payment to the LWDA of 75 percent of the Net Settlement Sum.
4 Concurrently therewith, Plaintiff shall submit a copy of this Agreement to the LWDA, in
5 accordance with Labor Code section 2699, subdivision (l)(2). Plaintiff will have sole
6 responsibility for drafting and filing the motion for approval of the Settlement but will provide his
7 proposed moving papers to Defendant for review and comment at least two business days before
8 filing them with the Court.

9 **3.4 Attorneys' Fees and Costs.** Defendant agrees not to oppose Plaintiff's
10 application for attorneys' fees of up to Two Hundred Sixty-Six Thousand Six Hundred
11 Sixty-Six Dollars and Sixty-Seven Cents (\$266,666.67) (one-third ($\frac{1}{3}$) of the Gross Settlement
12 Amount) and costs not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00), subject to
13 the Court's approval. Plaintiff agrees not to apply for attorneys' fees of more than Two Hundred
14 Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$266,666.67) or for
15 costs of more than Fifteen Thousand Dollars and No Cents (\$15,000.00), and in no event shall
16 Defendant be liable for any attorneys' fees or costs in excess of these amounts. The Fee and
17 Expense Award shall represent payment for all claims for Plaintiff's Counsel's attorneys' fees
18 and costs, past and future, incurred in the Action. The Fee and Expense Award shall be paid from
19 the Gross Settlement Amount, and Defendant shall not otherwise be required to pay for any
20 portion of Plaintiff's Counsel's attorneys' fees, costs, or expenses. The Fee and Expense Award
21 shall be paid to Plaintiff's Counsel following the Effective Date, in accordance with
22 Section 4.6.2, below. An award by the Court of attorneys' fees or costs that is less than the
23 amounts applied for will not be grounds for Plaintiff or Plaintiff's Counsel to challenge or
24 withdraw from the Settlement, and any amounts not awarded in attorneys' fees or costs will be
25 included in the Net Settlement Sum.

26 **3.5 General Release Payment.** In consideration of his general release of his
27 individual claims as set forth in Section 5.2, below, Plaintiff shall receive compensation in the
28 sum of Twenty Thousand Dollars and No Cents (\$20,000.00), to be paid from the Gross

1 Settlement Amount. The General Release Payment shall be paid by two checks. The Settlement
2 Administrator shall issue the first check in the amount of Seven Thousand Dollars and No Cents
3 (\$7,000.00), less all applicable holdings, and report such gross amount on IRS Form W-2 as
4 wages. The Settlement Administrator shall issue the second check in the amount of Thirteen
5 Thousand Dollars and No Cents (\$13,000.00) and report such amount on IRS Form 1099-MISC
6 as penalties and interest. Defendant shall be responsible for paying the employer's share of
7 employment payroll taxes on the portion of the General Release Payment attributed to wages.
8 The General Release Payment is separate from and in addition to the Service Payment and any
9 Settlement Payment to be paid to Plaintiff as a PAGA Group Member hereunder. It will not be
10 grounds for Plaintiff or Plaintiff's Counsel to challenge or withdraw from the Settlement if the
11 Court denies Plaintiff's application for the General Release Payment or awards a lesser amount
12 than that for which Plaintiff applies, and any amounts not awarded in the General Release
13 Payment will be included in the Net Settlement Sum.

14 **3.6 Service Payment.** Defendant agrees not to oppose Plaintiff's application for a
15 Service Payment of up to Five Thousand Dollars and No Cents (\$5,000.00), which shall be for
16 Plaintiff's efforts as representative of the PAGA Group Members. The Service Payment shall be
17 reported by the Settlement Administrator on IRS Form 1099-MISC as non-wage income. The
18 Service Payment is separate from and in addition to the General Release Payment and any
19 Settlement Payment to be paid to Plaintiff as a PAGA Group Member hereunder. It will not be
20 grounds for Plaintiff or Plaintiff's Counsel to challenge or withdraw from the Settlement if the
21 Court denies Plaintiff's application for a Service Payment or awards a lesser amount than that for
22 which Plaintiff applies, and any amounts not awarded in a requested Service Payment will be
23 included in the Net Settlement Sum.

24 **3.7 Delivery of Settlement Amount by Defendant.** In full settlement of the Released
25 Claims and following the Effective Date, Defendant shall deliver the Settlement Fund Amount to
26 the Settlement Administrator for establishment of the Settlement Fund, in accordance with
27 Section 4.6.1, below.
28

1 3.8 **Interim Stay of Proceedings.** Except as set forth in Section 3.1, above, the
2 Parties agree to the entry of a formal stay of all proceedings in the Action, except such
3 proceedings as may be necessary to implement and complete the Settlement.

4 **4. SETTLEMENT PROCEDURES**

5 4.1 **Notification to the LWDA.** Plaintiff shall submit to the LWDA a copy of the
6 Judgment within ten (10) days after its entry, in accordance with Labor Code section 2699,
7 subdivision (l)(3).

8 4.2 **Information Regarding PAGA Group Members.** Within ten (10) business days
9 from the Effective Date, Defendant will provide the Settlement Administrator the following
10 information with respect to each PAGA Group Member: (i) name, (ii) last known residence
11 address, (iii) social security number, (iv) dates of employment, and (v) number of Pay Periods
12 worked by the PAGA Group Member. The information Defendant provides to the Settlement
13 Administrator, along with any updated contact information identified by the Settlement
14 Administrator as set forth in Section 4.3, below, shall be used solely to administer the Settlement
15 Payment process described herein, shall remain confidential, and shall not be disclosed to anyone,
16 except pursuant to the express written authorization of Defendant or the individual in question, by
17 order of the Court, or to the extent necessary to fulfill the Settlement Administrator's reporting
18 obligations hereunder.

19 4.3 **Settlement Administrator Duties.** The Settlement Administrator's duties shall
20 include, without limitation: (i) taking receipt of and safeguarding the Settlement Fund Amount
21 and establishing the Settlement Fund; (ii) calculating and distributing the LWDA Payment,
22 Settlement Payments to PAGA Group Members, Fee and Expense Award, General Release
23 Payment, and Service Payment, provided such amounts are approved by the Court; (iii) issuing all
24 tax forms required by law; (iv) filing reports with the taxing authorities as required by law; and
25 (v) establishing a toll-free number for PAGA Group Members to call the Settlement
26 Administrator with any questions regarding the Settlement, together with such other tasks as the
27 Parties may mutually agree or the Court may order the Settlement Administrator to perform. The
28 Settlement Administrator shall take all reasonable steps to ensure that (a) the highest percentage

1 of PAGA Group Members receive their Settlement Payments and (b) it has the most current and
2 accurate addresses for the PAGA Group Members, including, but not limited to performing an
3 initial National Change of Address database search on all PAGA Group Members who are no
4 longer employed by Defendant. In addition, the Settlement Administrator shall perform a
5 standard search, also known as “batch,” “skip trace,” or “credit header” searches, on all addresses
6 returned as undeliverable. The Settlement Administrator shall immediately re-mail returned
7 checks tendered to the PAGA Group Members to all updated addresses obtained through its
8 efforts to locate their most current and accurate addresses.

9 **4.4 Plan of Allocation: Calculation of Settlement Payments.** The Settlement
10 Administrator shall be responsible for the calculation of Settlement Payments to the PAGA Group
11 Members. The Settlement Payments will be paid on a pro rata basis as follows:

12 4.4.1 Before computing the amounts of any Settlement Payments to be paid to
13 PAGA Group Members, the Settlement Administrator shall determine the amount of the PAGA
14 Group Members Payment by deducting from the Gross Settlement Amount the following: (a) the
15 LWDA Payment, (b) the Fee and Expense Award, (c) the General Release Payment, (d) the
16 Service Payment, and (e) the Settlement Administration Costs.

17 4.4.2 The Settlement Payment for each PAGA Group Member shall be the
18 PAGA Group Member’s pro-rata share of the PAGA Group Members Payment, calculated as
19 follows: The Settlement Administrator shall calculate the total number of Pay Periods worked by
20 all PAGA Group Members during the PAGA Period. The Settlement Administrator will then
21 divide the PAGA Group Members Payment by the total number of Pay Periods, resulting in a per
22 Pay Period value for each PAGA Group Member. The Settlement Administrator will then take
23 the per Pay Period value and multiply it by the number of Pay Periods worked by each PAGA
24 Group Member.

25 4.4.3 The Settlement Administrator shall determine the Settlement Payment that
26 each PAGA Group Member is entitled to receive, pursuant to the formula set forth in
27 Section 4.4.2, above. In order to determine the amount of the Settlement Payment to which each
28

1 PAGA Group Member is entitled, the Settlement Administrator shall use the information
2 provided by Defendant pursuant to Section 4.2, above.

3 **4.5 Taxes.**

4 **4.5.1 PAGA Group Member Obligations.** Each PAGA Group Member shall
5 be individually responsible for paying applicable federal, state, and local income taxes, if any, on
6 all amounts such person receives pursuant to this Agreement, and Defendant shall have no
7 liability therefor.

8 **4.5.2 Settlement Administrator Responsibilities Regarding Taxes.** It shall be
9 the responsibility of the Settlement Administrator or its designee to timely and properly prepare
10 and deliver the necessary tax documentation to all necessary parties and to report all necessary
11 information to the applicable government entities as required by law. Except for the General
12 Release Payment to Plaintiff, which shall be reported as provided in Section 3.5, above, all
13 payments to the LWDA, PAGA Group Members, Plaintiff, and Plaintiff's Counsel pursuant to
14 this Agreement shall be reported on IRS Form 1099-MISC, as required by law.

15 **4.5.3 No Claims.** No person shall have any claim against Defendant,
16 Defendant's Counsel, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator based on
17 mailings, distributions, and payments made in accordance with or pursuant to this Agreement.

18 **4.6 Distribution of Settlement Payments.** After the Effective Date, the Settlement
19 Payments shall be distributed to PAGA Group Members in accordance with the procedures set
20 forth below:

21 **4.6.1 Remittance of Settlement Fund Amount.** Within five (5) business days
22 from the Effective Date, Defendant will remit the Settlement Fund Amount to the Settlement
23 Administrator for the establishment of the Settlement Fund.

24 **4.6.2 Delivery of Payments.** Within ten (10) business days after Defendant's
25 remittance to the Settlement Administrator of the Settlement Fund Amount, the Settlement
26 Administrator shall establish the Settlement Fund and distribute (a) the LWDA Payment, (b) the
27 Settlement Payments to PAGA Group Members, (c) the Fee and Expense Award, (d) the General
28 Release Payment, (e) the Service Payment, and (f) the Settlement Administration Costs. Also

1 within ten (10) business days after Defendant's remittance of the Settlement Fund Amount, the
2 Settlement Administrator shall provide Plaintiff's Counsel and Defendant's Counsel a written
3 report listing each PAGA Group Member and the amount of the Settlement Payment to be made
4 to each of them. Plaintiff's Counsel shall hold the information contained in this report in strictest
5 confidence and not use or disclose it for any purpose, except on the written authorization of
6 Defendant's Counsel or by order of the Court. No payments shall be made until the Judgment is
7 final (meaning the right to appeal or otherwise seek review of the Judgment has expired) and on
8 the condition that no appeals from the Judgment have been filed.

9 **4.6.3 Negotiation of Settlement Checks.** Settlement checks tendered to PAGA
10 Group Members shall remain valid and negotiable for one hundred eighty (180) days following
11 the date of their issuance and shall thereafter be automatically voided if not cashed by the PAGA
12 Group Member within that time. Upon the voiding of a PAGA Group Member's check, the
13 PAGA Group Member's right to participate in the Settlement shall be extinguished, although the
14 individual shall remain a PAGA Group Member bound by the Judgment entered in the Action. In
15 the event any checks remain uncashed for any reason after this 180-day period, the Settlement
16 Administrator shall remit to the LWDA the proceeds of all such checks as additional
17 consideration for this Agreement. Administration of the Settlement shall be completed no later
18 than two hundred and seventy (270) days after the Effective Date.

19 **4.7 Discharge of Defendant's Obligations.** Defendant shall fully discharge its
20 obligations to Plaintiff, the LWDA, and the PAGA Group Members after providing the
21 information on the PAGA Group Members to the Settlement Administrator as set forth in
22 Section 4.2, above, and following the remittance of the Settlement Fund Amount to the
23 Settlement Administrator as set forth in Section 4.6.1, above, regardless of whether checks
24 representing individual Settlement Payments are actually received and/or negotiated by PAGA
25 Group Members. Once Defendant has complied with its obligations set forth in Sections 4.2
26 and 4.6.1, above, it will be deemed to have satisfied all terms and conditions to which it is subject
27 under this Agreement, shall be entitled to all protections afforded to it under the Agreement, and
28

1 shall have no further obligations under the Agreement, regardless of what occurs with respect to
2 the further administration of the Settlement.

3 **4.8 Notification and Certification by Settlement Administrator.** The Settlement
4 Administrator shall keep Defendant's Counsel and Plaintiff's Counsel apprised of the status of the
5 settlement administration process and its distribution of Settlement Payments. Upon completion
6 of administration of the Settlement, the Settlement Administrator shall provide a detailed, written
7 certification of such completion to the Parties, including the amounts paid to the LWDA, PAGA
8 Group Members (in the aggregate), Plaintiff's Counsel, Plaintiff, and the Settlement
9 Administrator.

10 **4.9 Nullification of Settlement Agreement If Settlement Not Approved.** In the
11 event the Court does not approve the Settlement as provided herein, this Agreement shall be null
12 and void *ab initio* (with the exception of this Section 4.9) and any order or judgment entered by
13 the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation
14 of the Parties. In such case, the Parties shall be returned to their respective statuses as of
15 June 14, 2021.

16 **5. RELEASE AND WAIVER OF CLAIMS**

17 **5.1 PAGA Release.** Effective upon the Effective Date and remittance of the
18 Settlement Fund Amount, the State of California and all PAGA Group Members (including
19 Plaintiff) shall be deemed to have, and by operation of the Judgment shall have, expressly
20 released, waived, and discharged the Released Parties from the Released Claims, and they shall
21 be bound by the Approval Order and Judgment and be forever barred from pursuing any of the
22 Released Claims against any of the Released Parties.

23 **5.2 Plaintiff's General Release.** In addition to his release of the Released Parties
24 from the Released Claims as set forth in Section 5.1, above, effective upon the Effective Date and
25 remittance of the Settlement Fund Amount, Plaintiff hereby expressly releases and waives any
26 and all claims, demands, rights, liabilities, and causes of action he has or has ever had against any
27 of the Released Parties, whether for economic damages, noneconomic damages, exemplary
28 damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or

1 any other form of monetary or non-monetary relief in any way arising out of or relating to any
2 facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or
3 failures to act at any time up to and including the Approval Date, including but not limited to any
4 claims arising from or related to his employment with Defendant or the termination of that
5 employment. This general release by Plaintiff includes all statutory claims, common law claims
6 (including but not limited to those sounding in contract, tort, and equity), and claims for
7 compensation to the fullest extent permitted by law. Plaintiff further agrees not to sue or
8 otherwise make a claim against any of the Released Parties for any of the claims that are released
9 pursuant to this Section 5.2.

10 **5.3 Waiver of Civil Code Section 1542.** Plaintiff, for himself only, acknowledges
11 that his general release herein includes potential claims and costs that may not be known or
12 suspected by him to exist, and he hereby expressly and affirmatively waives and relinquishes any
13 and all rights and benefits that he may otherwise have relating to the claims released in
14 Section 5.2, above, pursuant to Civil Code section 1542 and any similar law of any state or
15 territory of the United States. Civil Code section 1542 states as follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
17 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
18 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
19 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
 OR RELEASED PARTY.

20 **6. ADDITIONAL PROVISIONS**

21 **6.1 No Admission of Liability.** Defendant contends that all of its employment
22 practices comply and at all times have complied with applicable law, the PAGA Group Members
23 were and are (1) timely and fully compensated for all wages, including (without limitation) all
24 minimum wages, overtime pay, double-time pay, and commissions; (2) provided reimbursement
25 for all reasonable and necessary business expenses; (3) timely paid all final wages; (4) provided
26 all meal and rest breaks in compliance with the law; and (5) furnished accurate itemized wage
27 statements. Defendant further contends that its conduct was not willful, knowing and intentional,
28 or otherwise unlawful with respect to any of the claims alleged in the Action. Defendant denies

1 any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and
2 contends that all of Plaintiff's claims and allegations lack merit and Defendant has valid defenses
3 to each of them. This Agreement reflects the compromise and settlement of disputed claims
4 between the Parties, and its provisions and any and all drafts, communications, or discussions
5 relating thereto do not constitute, are not intended to constitute, and will not under any
6 circumstances be deemed to constitute an admission by Defendant as to the merits, validity, or
7 accuracy of any of the allegations or claims in the Action, nor a waiver of any defense.

8 **6.2 Parties Represented by Counsel.** The Parties hereby acknowledge that they have
9 been represented in negotiations for and in the preparation of this Agreement by independent
10 counsel of their own choosing, they have read this Agreement and have had it fully explained to
11 them by such counsel, and they are fully aware of the contents of this Agreement and of its legal
12 effect.

13 **6.3 Voluntary Agreement.** This Agreement is executed voluntarily and without
14 duress or undue influence on the part of or on behalf of either Party, or of any other person, firm,
15 or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of
16 all other matters pertaining hereto as he or it deems necessary.

17 **6.4 No Public Comment.** Unless they first obtain Defendant's express written
18 consent, Plaintiff's Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or
19 promote the terms of this Settlement, or the negotiations leading to this Settlement, to any third
20 party (including but not limited to the media, the legal community, or the public at large), or
21 (b) issue any press releases or initiate any contact with the media regarding the Settlement, or
22 otherwise advertise or publicize the Settlement. Nothing in this Agreement is intended to prevent
23 Plaintiff or Plaintiff's Counsel from disclosing or discussing the terms of this Settlement with the
24 Court, the Settlement Administrator, PAGA Group Members, or as otherwise required by law.

25 **6.5 Authorization.** The Parties hereto represent and warrant that each signatory
26 hereto has the full right and authority to enter into this Agreement and bind the Party on whose
27 behalf he or it has executed this Agreement.
28

1 **6.6 Agreement Binding on Successors in Interest.** This Agreement shall be binding
2 on and inure to the benefit of the respective successors, assigns, heirs, and personal
3 representatives of the Parties.

4 **6.7 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
5 accomplish the terms of this Agreement, including but not limited to execution and delivery of
6 any and all additional papers, documents, and other assurances and taking such other action that
7 may be reasonably necessary to implement the terms of this Agreement. The Parties and their
8 counsel shall use their best efforts, including all efforts contemplated by this Agreement and any
9 other efforts that may become necessary by order of the Court, to effectuate this Agreement and
10 the terms set forth herein.

11 **6.8 Entire Agreement.** This Agreement contains the entire agreement between the
12 Parties and constitutes the complete, final, and exclusive embodiment of their agreement with
13 respect to the subject matter hereof. This Agreement is executed without reliance upon any
14 promise, representation, or warranty by either Party or any representative of a Party, other than
15 those expressly set forth herein.

16 **6.9 Headings.** The various headings used in this Agreement are solely for the
17 convenience of the Parties and shall not be used to interpret this Agreement.

18 **6.10 No Construction Against Drafter.** This Agreement shall be deemed to have been
19 drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter
20 shall not apply to this Agreement.

21 **6.11 Amendment and Modification.** This Agreement may not be amended, altered, or
22 modified except in writing and signed by the Parties hereto, their successors in interest, or their
23 duly authorized representatives, and approved by the Court.

24 **6.12 Governing Law.** This Agreement is entered into in accordance with the laws of
25 the State of California and shall be governed by and interpreted in accordance with those laws.

26 **6.13 Jurisdiction of the Court.** Any dispute regarding the interpretation or validity or
27 otherwise arising out of this Agreement, or relating to the Action or the Released Claims, shall be
28 subject to the exclusive jurisdiction of the Court. The Parties intend this Agreement to be

1 enforceable pursuant to Code of Civil Procedure section 664.6. Should any of the Parties to the
2 Agreement be required to enforce its terms, the prevailing party shall be entitled to recover
3 reasonable attorneys' fees and costs, subject to Court approval. Following the entry of the
4 Judgment but without affecting the finality thereof, the Court shall retain jurisdiction solely with
5 respect to the interpretation, implementation, and enforcement of the terms of this Agreement and
6 all orders and judgments entered in connection therewith, and the Parties and their counsel shall
7 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing
8 the Settlement embodied in this Agreement and all orders and judgments entered in connection
9 therewith.

10 **6.14 Agreement Constitutes a Complete Defense.** To the extent permitted by law,
11 this Agreement may be pleaded as a full and complete defense to any action, suit, or other
12 proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this
13 Agreement.

14 **6.15 Signatures.** Any signature made and transmitted by facsimile or electronically
15 (such as DocuSign) or by a Portable Document Format ("PDF") attachment to an email shall have
16 the same force and effect as original signatures.

17 **6.16 Execution Date and Execution in Counterparts.** This Agreement shall be
18 deemed executed upon the last date of signature of all of the undersigned. The Parties may
19 execute this Agreement in counterparts, each of which shall constitute an original, but all of
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21
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23
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27
28

1 which together shall constitute one and the same instrument having the same force and effect as if
2 all Parties had signed the same instrument.

3 IN WITNESS WHEREOF, the Parties hereto have so agreed.

4 Dated: November 8, 2021

GUY BLAZ HANLEY


Guy Blaz Hanley (Nov 8, 2021 08:22 PST)

On behalf of himself, the State of California,
and all PAGA Group Members

8 Dated: November __, 2021

SAMSARA INC.

11 By: _____
Adam Eltoukhy, its General Counsel

12 APPROVED AS TO FORM:

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

14 Dated: November 8, 2021

15 By: 
Larry W. Lee

Attorneys for Plaintiff
GUY BLAZ HANLEY

18 APPROVED AS TO FORM:

MORRISON & FOERSTER LLP

20 Dated: November __, 2021

21 By: _____
Tritia M. Murata

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

1 which together shall constitute one and the same instrument having the same force and effect as if
2 all Parties had signed the same instrument.

3 IN WITNESS WHEREOF, the Parties hereto have so agreed.

4 Dated: November __, 2021

GUY BLAZ HANLEY

6
7 On behalf of himself, the State of California,
and all PAGA Group Members

8 Dated: November 5, 2021

SAMSARA INC.

10 DocuSigned by:

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

12 APPROVED AS TO FORM:

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

14 Dated: November __, 2021

15 By: Larry W. Lee

16
17 Attorneys for Plaintiff
GUY BLAZ HANLEY

18 APPROVED AS TO FORM:

MORRISON & FOERSTER LLP

19 Dated: November __, 2021

20
21 By: Tritia M. Murata

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

1 which together shall constitute one and the same instrument having the same force and effect as if
2 all Parties had signed the same instrument.

3 IN WITNESS WHEREOF, the Parties hereto have so agreed.

4 Dated: November __, 2021

GUY BLAZ HANLEY

6
7 _____
On behalf of himself, the State of California,
and all PAGA Group Members

8 Dated: November __, 2021

SAMSARA INC.

10 By: _____
11 Adam Eltoukhy, its General Counsel

12 APPROVED AS TO FORM:

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

13 Dated: November __, 2021

14 By: _____
15 Larry W. Lee

16 Attorneys for Plaintiff
17 GUY BLAZ HANLEY

18 APPROVED AS TO FORM:

MORRISON & FOERSTER LLP

19 Dated: November 8, 2021

20 By: 
21 Tiritia M. Murata

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

EXHIBIT A

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

**FIRST AMENDED COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510,
558, AND 1194;
- (2) VIOLATION OF LABOR CODE §§ 1194,
1197, AND 1197.1;
- (3) VIOLATION OF LABOR CODE §§
226.7 AND 512;
- (4) VIOLATION OF LABOR CODE § 226.7;
- (5) VIOLATION OF LABOR CODE § 2802;
- (6) VIOLATION OF LABOR CODE §
226(a); AND
- (7) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*
- (8) VIOLATION OF LABOR CODE §§
2698, ET SEQ.
- (9) VIOLATION OF LABOR CODE § 204

DEMAND OVER \$25,000

1 Plaintiff Guy Blaz Hanley (“Plaintiff”) hereby submits this First Amended Complaint
2 against Defendants Samsara Networks, Inc. (“Samsara” or “Defendant”), and Does 1-50
3 (hereinafter collectively referred to as “Defendants”), as an individual and on behalf of the
4 aggrieved employees of all other similarly situated current and former employees of Defendants
5 for penalties and/or damages for failure to pay all minimum and overtime wages for hours
6 worked, failure to provide off-duty meal and rest periods, failure to reimburse business expenses,
7 failure to provide accurate itemized wage statements, penalties under California Labor Code
8 statutes, restitution for unfair business practices in violation of Business and Professions Code §
9 17200, *et seq.*, and violation of the Private Attorney General Act (the “PAGA”) Labor Code §
10 2698, *et seq.*, as follows:

11 **INTRODUCTION**

12 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
13 203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, 2698, *et seq.*, the
14 California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair
15 Competition Law (the “UCL”), codified at California Business and Professions Code § 17200, *et*
16 *seq.*

17 2. This Complaint challenges systemic illegal employment practices resulting in
18 violations of the California Labor Code and Business and Professions Code against employees of
19 Defendants.

20 3. Plaintiff is informed and believes and based thereon alleges that Defendants
21 jointly and severally have acted intentionally and with deliberate indifference and conscious
22 disregard to the rights of all employees by failing to pay overtime and minimum wages for all
23 hours worked, failing to provide off-duty meal and rest breaks, failing to reimburse all business
24 expenses, failing to pay all wages due upon termination, and failing to keep accurate records as
25 to Plaintiff and the Aggrieved Employees.

26 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
27 engaged in, among other things a system of willful violations of the California Labor Code,
28 Business and Professions Code and applicable IWC Wage Orders by creating and maintaining

1 policies, practices and customs that knowingly deny employees the above stated rights and
2 benefits.

3 5. The policies, practices and customs of defendants described above and below
4 have resulted in unjust enrichment of Defendants and an unfair business advantage over
5 businesses that routinely adhere to the strictures of the California Labor Code and the California
6 Business and Professions Code.

7 **JURISDICTION AND VENUE**

8 6. The Court has jurisdiction over the violations of the California Labor Code
9 §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and 2802, 2698, *et*
10 *seq.*, and the UCL.

11 7. Venue is proper in San Francisco County because Defendant's headquarters are
12 based in this County and Defendant has employees working in this County.

13 **PARTIES**

14 8. On or about February 25, 2019, Plaintiff began working for Defendants as an
15 inside salesperson. Plaintiff is a non-exempt, salaried employee. Plaintiff was and is the victim
16 of the policies, practices, and customs of Defendants complained of in this action in ways that
17 have deprived him of the rights guaranteed by California Labor Code §§ 201-203, 204, 226(a),
18 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and 2802, 2698, *et seq.*, and the applicable IWC
19 Wage Orders, and the UCL.

20 9. Plaintiff is informed and believes and based thereon alleges that Defendant was
21 and is a Delaware corporation doing business in the State of California providing Internet-
22 connected sensor systems to businesses in transportation, logistics, food production, energy,
23 manufacturing, and other industries around the world. Plaintiff is informed and believes and
24 based thereon alleges that Defendant maintains its headquarters in San Francisco, California.

25 10. Plaintiff is informed and believes and based thereon alleges that at all times herein
26 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
27 partnerships, licensed to do business and actually doing business in the State of California.

28 11. As such, and based upon all the facts and circumstances incident to Defendants'

1 business in California, Defendants are subject to California Labor Code §§ 201-203, 204, 226(a),
2 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, 2698, *et seq.*, the IWC Wage Orders and
3 the UCL.

4 12. Plaintiff does not know the true names or capacities, whether individual, partner
5 or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
6 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
7 complaint when the true names and capacities are known. Plaintiff is informed and believes and
8 based thereon alleges that each of said fictitious Defendants were responsible in some way for
9 the matters alleged herein and proximately caused Plaintiff and members of the general public
10 and Aggrieved Employees to be subject to the illegal employment practices, wrongs and injuries
11 complained of herein.

12 13. At all times herein mentioned, each of said Defendants participated in the doing
13 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
14 Defendants, and each of them, were the agents, servants and employees of each of the other
15 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
16 acting within the course and scope of said agency and employment.

17 14. Plaintiff is informed and believes and based thereon alleges that at all times
18 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
19 joint venturer of, or working in concert with each of the other co-defendants and was acting
20 within the course and scope of such agency, employment, joint venture, or concerted activity.
21 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
22 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
23 Defendants.

24 15. At all times herein mentioned, Defendants, and each of them, were members of,
25 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
26 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

27 16. At all times herein mentioned, the acts and omissions of various Defendants, and
28 each of them, concurred and contributed to the various acts and omissions of each and all of the

1 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
2 herein mentioned, Defendants, and each of them, ratified each and every act or omission
3 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
4 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
5 the damages as herein alleged.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

8 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

9 17. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
10 fully set forth herein.

11 18. This cause of action is brought pursuant to Labor Code §§ 510, 558, and 1194,
12 which require an employer to pay employees overtime at a rate of one and one-half the
13 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in
14 a workweek and double-time at a rate of twice the employee's regular rate of pay for any work in
15 excess of twelve hours in a workday or all hours in excess of eight on the seventh consecutive
16 day in a workweek.

17 19. As a pattern and practice, Defendants suffered and permitted Plaintiff and other
18 Aggrieved Employees to work in excess of eight hours in a workday and/or over 40 hours in a
19 workweek without overtime pay. For example, Defendants regularly required employees to
20 work off-the-clock during meal periods. Defendants also failed to pay employees double-time
21 wages at the correct regular rate of pay because Defendants did not include all forms of
22 remuneration, such as commissions, in calculating the regular rate of pay. Defendants had a
23 uniform corporate pattern and practice and procedure regarding the above practices in violation
24 of Labor Code §§ 510 and 1194.

25 20. Such a pattern, practice and uniform administration of corporate policy regarding
26 illegal employee compensation as described herein is unlawful and creates an entitlement to
27 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages
28 owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the

1 mandate of California Labor Code §§ 218.5, 510, 558, and 1194.

2 21. Plaintiff is informed and believes, and based thereon allege, that Defendants'
3 willful failure to provide all overtime wages due and owing Plaintiff upon separation from
4 employment results in a continued payment of wages up to thirty (30) days from the time the
5 wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1**

8 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

9 22. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
10 fully set forth herein.

11 23. This cause of action is brought pursuant to Labor Code §§ 1194, 1197, and
12 1197.1, which require an employer to pay employees minimum wages for all hours worked less
13 than eight hours in a day and/or less than 40 hours in a workweek.

14 24. As a pattern and practice, Defendants suffered and permitted Plaintiff and other
15 Aggrieved Employees to work without payment of minimum wages for all hours worked in a
16 workday and workweek. For example, Defendants regularly required employees to work off-
17 the-clock during meal periods. Defendants did not allow employees to keep track of their
18 accurate hours worked, such as the start and stop time of each work shift, resulting in
19 Defendants' failure to pay employees minimum wages for all hours worked. Defendants had a
20 uniform corporate pattern and practice and procedure regarding the above practices in violation
21 of Labor Code §§ 1194, 1197, and 1197.1.

22 25. Such a pattern, practice and uniform administration of corporate policy regarding
23 illegal employee compensation as described herein is unlawful and creates an entitlement to
24 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages
25 owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the
26 mandate of California Labor Code §§ 218.5, 1194, 1197, and 1197.1.

27 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
28 willful failure to provide all minimum wages due and owing Plaintiff upon separation from

1 employment results in a continued payment of wages up to thirty (30) days from the time the
2 wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

3 **THIRD CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

5 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

6 27. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
7 fully set forth herein.

8 28. At all relevant times, Defendants failed in its affirmative obligation to ensure that
9 Plaintiff and other Aggrieved Employees had the opportunity to take and were provided with off-
10 duty meal periods in accordance with the mandates of the California Labor Code and the
11 applicable IWC Wage Order. At all relevant times, Plaintiff and other employees were suffered
12 and permitted to work through legally required meal breaks and were denied the opportunity to
13 take their off-duty meal breaks. This included, without limitation, Defendants requiring Plaintiff
14 and other employees to work on-duty meal periods, as well as keeping their cell phones on
15 during such meal breaks and being required to respond to calls during these breaks. As such,
16 Defendants are responsible for paying premium compensation for missed meal periods pursuant
17 to Labor Code § 226.7 and the applicable IWC Wage Order. Defendants, as a matter of
18 corporate policy and procedure, regularly failed to pay such premium compensation for each
19 missed meal period.

20 29. At all relevant times, Plaintiff and other Aggrieved Employees regularly worked
21 in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period
22 each day worked in excess of five (5) hours. Furthermore, Plaintiff and other employees who
23 worked in excess of ten (10) hours per day had a right to take a second 30-minute meal period
24 each day worked in excess of ten (10) hours.

25 30. As a pattern and practice, Defendants regularly required employees to work
26 through their meal periods without proper compensation and denied Plaintiff and other
27 employees the right to take proper meal periods as required by law.

28 31. Such a pattern, practice and uniform administration of corporate policy as

described herein is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

32. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful failure to provide all meal period premium wages due and owing to Plaintiff upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226.7

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though fully set forth herein.

34. Plaintiff and other Aggrieved Employees regularly worked shifts of three and one-half hours (3.5) hours or more per day and accordingly had a right to take a 10-minute rest period each day. Furthermore, Plaintiff and other employees worked shifts of seven and one-half (7.5) hours or more per day had a right to take a second 10-minute rest period.

35. Defendants failed in their affirmative obligation to provide all of their employees, including Plaintiff, the opportunity to take rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Plaintiff and other employees were suffered and permitted to work through legally required rest breaks and were denied the opportunity to take rest breaks. Again, Defendants required Plaintiff and other employees to keep their cell phones on during their purported rest breaks, such that if they received a call, they would have to respond immediately during their rest break. As such, Defendants are responsible for paying premium compensation for missed rest periods pursuant to Labor Code § 226.7.

36. As a pattern and practice, Defendants regularly required employees to work

1 through their rest periods without proper compensation and denied Plaintiff and other employees
2 the right to take proper rest periods as required by law.

3 37. Such a pattern, practice and uniform administration of corporate policy as
4 described herein is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil
5 action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §
6 226.7, including interest thereon, penalties and costs of suit.

7 38. Plaintiff is informed and believes and based thereon alleges that Defendants
8 willfully failed to pay employees who were not provided the opportunity to take rest breaks the
9 premium compensation set out in Labor Code § 226.7 and that Plaintiff is owed wages for the
10 rest period violations set forth above. Plaintiff is informed and believes and based thereon
11 alleges Defendants' willful failure to provide Plaintiff the wages due and owing them upon
12 separation from employment results in a continued payment of wages up to thirty (30) days from
13 the time the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor
14 Code § 203.

15 **FIFTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 2802**

17 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

18 39. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
19 fully set forth herein.

20 40. This cause of action is brought pursuant to Labor Code § 2802, which provides
21 that employees are entitled to be indemnified for expenses and losses in discharging the duties of
22 their employers. Defendants violated this provision by failing to reimburse its employees for all
23 business-related expenses, including without limitation, the costs incurred with use of personal
24 cellular phones. Defendants uniformly required Plaintiff and other Aggrieved Employees to use
25 various "apps" in order to communicate and perform their jobs, and thus, in effect, required
26 employees to use their personal cell phones in order to operate such "apps."

27 41. Defendants had a uniform corporate pattern and practice and procedure regarding
28 the above practices in violation of Labor Code § 2802.

1 42. Such a pattern, practice and uniform administration of corporate policy regarding
2 illegal employee compensation as described herein is unlawful and creates an entitlement to
3 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages
4 owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the
5 mandate of California Labor Code § 2802.

6 **SIXTH CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE § 226(a)**

8 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

9 43. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
10 fully set forth herein.

11 44. Defendants failed in its affirmative obligation to provide accurate itemized wage
12 statements. Defendants, as a matter of policy and practice, did not provide accurate records in
13 violation of Labor Code § 226(a) by failing to provide accurate payroll records for Plaintiff and
14 other Aggrieved Employees.

15 45. The wage statements Defendants issued to Plaintiff and other employees should
16 have reflected the correct gross and net wages earned, total hours worked, and all applicable
17 hourly rates of pay and the number of hours worked at each rate, pursuant to Labor Code
18 § 226(a)(1), (2), (5), and (9). However, the wage statements provided to Plaintiff and other
19 employees failed to identify such information, including the number of hours worked and the
20 applicable hourly rates for all off-the-clock work, the correct rate of pay for double-time wages,
21 the correct total number of hours worked, premium pay for missed meal and rest periods and/or
22 improper on-duty meal periods, and correct gross and net wages earned. Furthermore, as an
23 independent violation, Defendants failed to identify the accurate total hours worked on each
24 wage statement as it routinely identified employees as having worked "86.67" total hours during
25 each pay period rather than the actual total hours worked.

26 46. Such a pattern, practice and uniform administration of corporate policy as
27 described herein is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil
28 action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon,

attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

SEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though fully set forth herein.

48. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (a) failing to pay overtime for all hours worked in violation of Labor Code §§ 510, 558, and 1194; (b) failing to pay minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197, and 1197.1; (c) failing to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse business expenses in violation of Labor Code § 2802; and (e) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

49. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

50. Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

51. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

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1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 2698, *ET SEQ.***

3 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
4 **DEFENDANTS)**

5 52. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
6 fully set forth herein.

7 53. Plaintiff brings this cause of action as a proxy for the State of California and in
8 this capacity, seeks penalties on behalf of all Aggrieved Employees from March 27, 2020,
9 through the present, for Defendant's violations of Labor Code §§ 201-203, 204, 226(a), 226.7,
10 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, arising from Defendant's failure to pay all
11 minimum and overtime wages for hours worked, reimburse business expenses, provide off-duty
12 meal and rest periods, pay all wages upon separation of employment, provide accurate wage
13 statements, and provide proper payroll records.

14 54. Labor Code § 204 requires an employer to pay timely pay all employees their wages
15 owed, including commissions and other bonuses. Defendants, however, routinely failed to pay
16 their employees all commissions and bonuses owed due to their practice of moving employees
17 between different sales groups such that Defendants would no longer have to pay out commissions
18 owed to these employees.

19 55. On or about March 27, 2020, Plaintiff sent written notice to the California Labor
20 & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code §§ 201-
21 203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, pursuant to Labor Code
22 section 2698, *et seq.*, the Private Attorney General Act ("PAGA"). To date, the LWDA has not
23 responded to Plaintiff's written notice.

24 56. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
25 and all applicable civil penalties for Defendants' violation of Labor Code §§ 201-203, 204,
26 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, for the time period described
27 above, on behalf of himself and other Aggrieved Employees.
28

1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 204**

3 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

4 57. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 58. Plaintiff brings this cause of action as an individual.

7 59. Labor Code Section 204 provides that "all wages earned . . . shall be paid no later
8 than the payday for the next regular payroll period."

9 60. Plaintiff worked for Defendants as a commissioned salesperson subject to a sales
10 agreement which provided that: "A sales commission is deemed earned if each of the following
11 conditions is satisfied: (1) a written Agreement is executed by a Customer, (2) the executed
12 Agreement is accepted and approved by the Company, and (3) all products and licenses under
13 the Agreement are have been shipped to the Customer." Upon information and belief, however,
14 Defendants did not pay out all commissions earned to Plaintiff and instead transferred Plaintiff to
15 a different sales department so that the clients with whom Plaintiff had already made sales would
16 no longer be assigned to him when those sales would mature. Upon information and belief,
17 Defendants performed this action with the intention of depriving Plaintiff of his owed
18 commissions.

19 61. As a result of Defendants' failure to pay commissions when earned and payable,
20 Plaintiff has been deprived of wages in an amount to be determined at trial, and are entitled to
21 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs pursuant
22 to Labor code §§ 201–203, 210, 218.5, and 1194.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others
25 that this suit is brought against Defendants, jointly and severally, as follows:

26 1. Upon the First Cause of Action, for damages and/or penalties pursuant to
27 California Labor Code §§ 201-203, 510, 558, and 1194, and for costs and attorneys' fees;

28 2. Upon the Second Cause of Action, for damages and/or penalties pursuant to

1 statute as set forth in California Labor Code §§ 201-203, 1194, 1197, and 1197.1, and for costs
2 and attorneys' fees;

3 3. Upon the Third Cause of Action, for damages and/or penalties pursuant to
4 California Labor Code §§ 201-203, 226.7, and 512, and for costs;

5 4. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to
6 California Labor Code §§ 201-203, and 226.7, and for costs;

7 5. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to
8 California Labor Code § 2802, and for costs and attorneys' fees;

9 6. Upon the Sixth Cause of Action, for damages or penalties pursuant to statute as
10 set forth in California Labor Code § 226, and for costs and attorneys' fees;

11 7. Upon the Seventh Cause of Action, for restitution to Plaintiff of all funds
12 unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be
13 in violation of Business and Professions Code § 17200, *et seq.*, for the time periods described
14 above;

15 8. Upon the Eighth Cause of Action, for civil penalties according to proof pursuant
16 to Labor Code § 2698, *et seq.*, Labor Code § 226.3, and for costs and attorneys' fees;

17 9. Upon the Ninth Cause of Action, for all regular wages owed including commissions
18 and other bonuses, and for reasonable attorneys' fees, penalties, costs of suit, and interest to the
19 extent permitted by law; and

20 10. On all causes of action, for attorneys' fees and costs as provided by California
21 Labor Code §§ 218.5, 226, 558, 1194, 1197.1, and Code of Civil Procedure § 1021.5; and

22 11. For such other and further relief as the Court may deem just and proper.
23

24 DATED: October 25, 2021

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

26 By: _____

Jonathan M. Lebe

Larry W. Lee

Attorneys for Plaintiff
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EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

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

Defendants.

Case No. CGC-20-584034

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

**ORDER APPROVING SETTLEMENT
AND JUDGMENT THEREON**

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

The motion of Plaintiff Guy Blaz Hanley for an order approving the settlement of the
above-captioned action and entering judgment thereon (“Motion”) having come before the Court,
and the Court being duly apprised of the premises, good cause appearing,

IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement of
this action is hereby approved, and

IT IS FURTHER ORDERED as follows:

1. Capitalized terms in this Approval Order shall have the same meaning they are
given in the Settlement Agreement attached as Exhibit [X] to the Declaration of [PLAINTIFF’S
COUNSEL] filed in support of the Motion;

EXHIBIT B

1 2. The Amended Complaint attached as Exhibit A to the Settlement Agreement is
2 deemed filed as of the date of this Order and Defendant concurrently is deemed to deny all of the
3 allegations contained in it without the need to file a formal answer.

4 3. Phoenix Settlement Administrators is approved to serve as the Settlement
5 Administrator and is hereby authorized to perform all of the duties assigned to it in the Settlement
6 Agreement and to disburse the following from the Settlement Fund Amount in accordance with
7 the terms of the Settlement Agreement:

- 8 a. The LWDA Payment in the amount of \$ _____;
- 9 b. The Settlement Payments to PAGA Group Members in the
10 aggregate amount of \$ _____;
- 11 c. The Fee and Expense Award in the amount of \$ _____;
- 12 d. The General Release Payment in the amount of \$ _____;
- 13 e. The Service Payment in the amount of \$ _____; and
- 14 f. The Settlement Administration Costs in the amount of \$ _____.

15 4. The State of California and all PAGA Group Members (including Plaintiff) are
16 hereby deemed to have, and by operation of this Approval Order and Judgment shall have,
17 expressly released, waived, and discharged the Released Parties from the Released Claims, and
18 they shall be bound by this Approval Order and Judgment and be forever barred from suing the
19 Released Parties on any of the Released Claims.

20 5. Judgment shall be entered forthwith in accordance with the foregoing, with each
21 side to pay his or its own attorneys' fees and costs except as expressly set forth in the Settlement
22 Agreement.

23 IT IS SO ORDERED, ADJUDGED AND DECREED.

24 Dated: _____, 2022

25 _____
26 Hon. Anne-Christine Massullo
27 Judge of the Superior Court

28 **EXHIBIT B**

sf-4519791

EXHIBIT C

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. 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.

The action is now settled. 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. If you have questions about the settlement, you may call the settlement administrator, **[NAME]** at **[TOLL-FREE NUMBER]**.

Please do not contact the Court regarding this Notice.