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**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]

**DECLARATION OF GUY BLAZ HANLEY
IN SUPPORT OF PLAINTIFF'S MOTION
TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Date: January 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*

12/09/2021
Clerk of the Court
BY: SANDRA SCHIRO
Deputy Clerk

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I, Guy Blaz Hanley, declare as follows:

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

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

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

4. I also alleged that Defendants did not pay out all commissions I earned and instead transferred me to a different sales department so that the clients with whom I had already made sales would no longer be assigned to me when those sales would mature. I believed Defendants performed this action with the intention of depriving me of my owed commissions.

5. I have done my best to represent the interests of the employees that are part of this settlement. I have actively contributed to this case. This includes but is not limited to participating in numerous telephonic and in-person meetings with my attorneys and their staff, providing my attorneys with information and documents, making myself available for mediation, and reviewing and executing the settlement agreement.

6. I am proud of the result and accomplishment of this lawsuit. I feel that it is a positive accomplishment and understand that other people will benefit because of the actions that I have taken.

7. I do not believe I have any interests that are adverse to the other employees that are part of the settlement.

8. As part of the settlement, I also agreed to sign a general release of claims and a waiver of Civil Code § 1542. Other employees that are part of this settlement do not have to sign a general release.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on Dec 6, 2021, at Seattle, Washington.


Guy Blaz Hanley (Dec 6, 2021 12:50 PST)

Guy Blaz Hanley