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Attorneys for Plaintiff

ELECTRONICALLY
FILED

*Superior Court of California,
County of San Francisco*

01/24/2022
Clerk of the Court
BY: SANDRA SCHIRO
Deputy Clerk

**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
MAX W. GAVRON 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

DECLARATION OF MAX W. GAVRON

I, Max W. Gavron, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Guy Blaz Hanley (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On December 9, 2021, Plaintiff filed a Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act (“PAGA Motion”).

3. On January 3, 2022, the Court issued a Tentative Ruling on Plaintiff's PAGA Motion, outlining several issues requiring further consideration.

4. Counsel for the Parties subsequently met and conferred regarding the issues identified in the Tentative Ruling and agreed to amend certain provisions of the PAGA Settlement Agreement (“Settlement Agreement”).

5. In connection therewith, the Parties submit the Amendment to PAGA Settlement Agreement (“Amendment”) for the Court’s consideration. A true and correct copy of the Amendment is attached herewith as **Exhibit A**. The Amendment identifies revisions by highlighting the additional text for ease of consideration by the Court.

RELEASE OF CLAIMS

6. With regard to the Released Claims, the Amendment provides for a release of claims that arose during the PAGA Group Members' employment with Defendant during the PAGA Period. Amendment ¶ 2.27.

REVISED SETTLEMENT DISTRIBUTION

7. In preparing the PAGA Motion, my office mistakenly used the “not to exceed” anticipated cost of administration (\$7,500.00) to determine the anticipated Net Settlement Amount. Because the actual cost of administration is significantly lower than the amount anticipated by the Agreement, the Net Settlement Amount will increase and so too will the distributions to the State of California and Aggrieved Employees.

8. A revised analysis of the Settlement distribution based on the anticipated

administration cost of \$3,995.00, and anticipated reduction of costs (per the Court's tentative ruling), is as follows:

Gross Settlement Fund	\$800,000.00
Requested PAGA Counsel Fees	\$266,666.67
Requested PAGA Counsel Costs	\$13,703.48
Requested PAGA Rep. Enhancement	\$5,000.00
General Release Payment	\$20,000.00
Settlement Administration Costs	\$3,995.00
Net Settlement Fund	\$490,634.85
PAGA 75% to State	\$367,976.14
PAGA 25% to Agg. Employees	\$122,658.71

9. With regard to the settlement distribution, the Amendment states that the Settlement Administrator shall re-mail returned checks no later than 75 days after the Effective Date.

NOTICE TO CLASS MEMBERS

10. With regard to the notice to class members, Plaintiff submits a revised version of the proposed notice. A true and correct copy of the revised notice with redlines is attached herewith as **Exhibit B**. To the extent the Court approves the settlement and form of notice, I will accept all revisions prior to circulating to the Settlement Administrator.

11. In conferring with counsel for Defendant, the Parties have agreed that translation of the notice is not necessary in this case.

FIRST AMENDED COMPLAINT

12. Attached to this Declaration, as **Exhibit C**, is an executed version of the First

Amended Complaint.

ATTORNEYS' FEES

13. With regard to the time and labor required to resolve this action, Plaintiff's counsel has achieved an exceptional result when considering the maximum potentially available penalties.

14. Based on 14,353 pay periods, my office estimated that the maximum penalties available if the Court did not "stack" penalties for multiple violations of the Labor Code during the same pay period would be approximately \$1.4 million. Here, the proposed settlement of \$800,000 represents an award of 57% of available penalties. Courts routinely award far less than the statutory maximum amount of civil penalties, even where an underlying violation of the Labor Code is found. Just very recently, in the matter of *Magadia v. Wal-Mart Assocs., et al.*, while the trial court imposed substantial PAGA penalties upon the defendant, such amount still represented reductions of 67% and 80% of the potential PAGA penalties at issue. 2019 U.S. Dist. Lexis 91792 at *87-*100 (N.D. Cal. May 31, 2019). Moreover, this was only after the plaintiff in *Magadia* had prevailed after trial. Thereafter, the Ninth Circuit reversed the trial court's ruling, which demonstrates the significant risk presented in moving forward with litigation. *Magadia v. Wal-Mart Assocs., Inc.*, 999 F.3d 668, 677 (9th Cir. 2021).

15. This matter was filed on a contingency basis without any sort of fixed or guaranteed fees for Class Counsel. Indeed, no fees or costs would have been received unless Plaintiff's counsel were successful in this litigation. This contingent representation demonstrates the risk Plaintiff's counsel takes in bringing cases like this one. As explained in the briefing, in *Magadia v. Wal-Mart*, Plaintiff's counsel litigated the case for several years through appellate proceedings expending significant attorney time and costs, only to have the appellate court reverse a significant judgment achieved at the trial court.

16. Below is a chart breaking down the rates and hours billed by Plaintiff's counsel thus far:

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Attorney	Hours (includes anticipated)	Rate	Total
Lee	73.8	\$750.00 ¹	\$55,350.00
Gavron	126.9	\$550.00 ²	\$69,795.00
Lebe 2020	43.3	\$550.00	\$23,815.00
Lebe 2021	39.4	\$650.00	\$25,610.00
Gershman 2020	24.75	\$250.00	\$6,187.50
Gershman 2021 ³	26.45	\$350.00	\$9,257.50
Total hours/Lodestar	334.6		\$190,015.00

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

LITIGATION COSTS

17. With regard to the costs expended by Diversity Law Group, I address each in turn:

a. April 3, 2020 Entry:

This entry is for the filing fee associated with the Complaint, as well as fees incurred from the service Plaintiff used to file electronically. A true and correct copy of the invoice is attached herewith as **Exhibit D**.

¹ Mr. Lee only performed work on this case during the time his rate was \$750 and thus does not provide any breakdown by year.

² While the Court's tentative ruling identified my rate as \$500, my declaration provided that his rate is \$550 per hour. I detailed the reasons supporting this rate in his declaration. Initial Gavron Decl. ¶¶ 38-45. I worked at \$550 per hour during the time period applicable to the case.

³ Mr. Lebe's Initial Declaration included a transcription error in Paragraph 13, which noted that Mr. Gershman worked 49.3 hours on this case, whereas elsewhere he explained that Mr. Gershman worked 51.2 hours. The Court's tentative ruling used 49.3 hours, and thus Plaintiffs provide this supplemental briefing to address the issue.

EXHIBIT A

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Telephone: 213.892.5200
11 Facsimile: 213.892.5454

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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12 Attorneys for Plaintiff
GUY BLAZ HANLEY
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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.

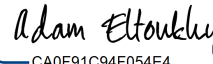
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IN WITNESS WHEREOF, the Parties hereto have so agreed.

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.

EXHIBIT B

Summary

1/24/2022 10:07:50 AM

Differences exist between documents.

New Document:

[Revised Notice](#)

1 pages (98 KB)

1/24/2022 10:07:48 AM

Used to display results.

Old Document:

[Notice](#)

1 pages (123 KB)

1/24/2022 10:07:48 AM

[Get started: first change is on page 1.](#)

No pages were deleted

How to read this report

Highlight indicates a change.

Deleted indicates deleted content.

 indicates pages were changed.

 indicates pages were moved.

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EXHIBIT C

Jonathan M. Lebe (State Bar No. 284605)
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

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

Plaintiff,

vs.

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

Defendants.

Case No.: CGC-20-584034

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

24 20. Such a pattern, practice and uniform administration of corporate policy regarding
25 illegal employee compensation as described herein is unlawful and creates an entitlement to
26 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages
27 owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the
28 mandate of California Labor Code §§ 218.5, 510, 558, and 1194.

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

5 **SECOND CAUSE OF ACTION**

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

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

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

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

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

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

26 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
27 willful failure to provide all minimum wages due and owing Plaintiff upon separation from
28 employment results in a continued payment of wages up to thirty (30) days from the time the

1 wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

2 **THIRD CAUSE OF ACTION**

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

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

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

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

18 29. At all relevant times, Plaintiff regularly worked in excess of five (5) hours per day
19 and accordingly had a right to take a 30-minute meal period each day worked in excess of five
20 (5) hours. Furthermore, Plaintiff worked in excess of ten (10) hours per day had a right to take a
21 second 30-minute meal period each day worked in excess of ten (10) hours.

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

25 31. Such a pattern, practice and uniform administration of corporate policy as
26 described herein is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil
27 action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§
28 226.7 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 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 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 was suffered and permitted to work through legally required rest breaks and were denied the opportunity to take rest breaks. Again, Defendants required Plaintiff to keep his cell phones on during their purported rest breaks, such that if he received a call, they would have to respond immediately during his 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 through their rest periods without proper compensation and denied Plaintiff the right to take proper rest periods as required by law.

37. 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

1 action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §
2 226.7, including interest thereon, penalties and costs of suit.

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

11 **FIFTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE § 2802**

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

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

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

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

25 42. 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

mandate of California Labor Code § 2802.

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

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

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

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

46. 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 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

1 fully set forth herein.

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

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

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

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

22 **EIGHTH CAUSE OF ACTION**

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

24 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
25 **DEFENDANTS)**

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

28 53. Plaintiff brings this cause of action as a proxy for the State of California and in

1 this capacity, seeks penalties on behalf of all Aggrieved Employees from March 27, 2020,
2 through the present, for Defendant's violations of Labor Code §§ 201-203, 204, 226(a), 226.7,
3 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, arising from Defendant's failure to pay all
4 minimum and overtime wages for hours worked, reimburse business expenses, provide off-duty
5 meal and rest periods, pay all wages upon separation of employment, provide accurate wage
6 statements, and provide proper payroll records.

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

12
13 55. On or about March 27, 2020, Plaintiff sent written notice to the California Labor
14 & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code §§ 201-
15 203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, pursuant to Labor Code
16 section 2698, *et seq.*, the Private Attorney General Act ("PAGA"). To date, the LWDA has not
17 responded to Plaintiff's written notice.

18 56. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
19 and all applicable civil penalties for Defendants' violation of Labor Code §§ 201-203, 204,
20 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, for the time period described
21 above, on behalf of himself and other Aggrieved Employees.

22 **NINTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE § 204**

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

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

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

28 59. Labor Code Section 204 provides that "all wages earned . . . shall be paid no later

1 than the payday for the next regular payroll period."

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

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

16 **PRAYER FOR RELIEF**

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

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

21 2. Upon the Second Cause of Action, for damages and/or penalties pursuant to
22 statute as set forth in California Labor Code §§ 201-203, 1194, 1197, and 1197.1, and for costs
23 and attorneys' fees;

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

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

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

California Labor Code § 2802, and for costs and attorneys' fees;

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

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

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

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

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

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

DATED: October 25, 2021

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

By: 

Jonathan M. Lebe

Larry W. Lee

Attorneys for Plaintiff

EXHIBIT D

4/03/20 1846060 FSD
PDF FILING SD

Caller: Erika Mejia
Diversity Law Group
515 South Figueroa Street, Sui
LOS ANGELES

hanley/sansara
Complaint, summons,
civil case cover she

Ref No.: HANLEY/SANSARA
San Francisco Superior Court
400 McAllister Street
SAN FRANCISCO

MISC-PDF C/C-\$3.00

BASE	:	46.00	
PDF PAGES	:	1.00	
ADVANCE	:	1450.00	
CER. CHARGE	:	145.00	
MISC	:	3.00	
FUEL CERC	:	3.45	1,648.45

EXHIBIT E



1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 26-0259046

Credit Card Sale

Date	4/24/2020
Customer	0064115
Credit Sale	02600780
Amount Due	\$0

Bill To

Diversity Law Group
Olympia Pena
515 Figueroa Street
Suite 1250
Los Angeles CA 90071

Order Number	14654089
Contact	Erika Mejia
Attorney	Larry Lee
Billing Code	Hanley/Samsara
Case Title	GUY BLAZ HANLEY VS. SAMSARA NETWORKS, INC., ET AL
Court	Superior Court of California, San Francisco County
Court Transaction Number	100101475
Case Number	CGC-20-584034
Documents	Application

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	\$60.00
SUBTOTAL	\$60.00

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$9.95
eServe Charge	\$5.00
Convenience Fee‡	\$1.98
SUBTOTAL	\$16.93

FEES SUMMARY	AMOUNT
Disbursements	\$60.00
One Legal Fees	\$16.93
TOTAL CHARGED	\$76.93

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ Statutory fees disbursed on your behalf are assessed a convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the One Legal ACH payment service. One Legal does not assess a convenience fee on its products and services.

EXHIBIT F



1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 26-0259046

Credit Card Sale

Date	5/4/2020
Customer	0064115
Credit Sale	02608900
Amount Due	\$0

Bill To

Diversity Law Group
Olympia Pena
515 Figueroa Street
Suite 1250
Los Angeles CA 90071

Order Number	14654091
Contact	Erika Mejia
Attorney	Larry Lee
Billing Code	Hanley/Samsara
Case Title	
Court	Superior Court of California, San Francisco County
Court Transaction Number	
Case Number	CGC-20-584034
Documents	Application for Complex Case Designation

ONE LEGAL FEES	AMOUNT
Courtesy Copy	\$35.00
Photocopy Charges	\$0.75
SUBTOTAL	\$35.75

FEES SUMMARY	AMOUNT
One Legal Fees	\$35.75
TOTAL CHARGED	\$35.75

EXHIBIT G

1/4/2022
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DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Peck-Hanley, Guy v. Samsara
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
62613	EXP	Olympia	1	1648.45	1648.45
4/3/2020		Atty Service			
WIP		Peck-Hanley, Guy v. Samsar			
Attorney Service - Complaint					
62623	EXP	Olympia	1	70.00	70.00
4/20/2020		Atty Service			
WIP		Peck-Hanley, Guy v. Samsar			
Attorney Service - Complaint Service					
62456	EXP	Olympia	1	76.93	76.93
4/24/2020		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
OneLegal - Application					
62494	EXP	Olympia	1	35.75	35.75
5/4/2020		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
OneLegal - Application for Complex					
62590	EXP	Olympia	1	14.95	14.95
5/12/2020		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
OneLegal - POS of Summons					
63371	EXP	Olympia	1	26.15	26.15
6/26/2020		Delivery serv			
WIP		Peck-Hanley, Guy v. Samsar			
Federal Express					
63372	EXP	Olympia	1	28.70	28.70
6/26/2020		Delivery serv			
WIP		Peck-Hanley, Guy v. Samsar			
Federal Express					
63055	EXP	Olympia	1	39.00	39.00
6/30/2020		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
OneLegal - Opposition to Petition to Compel Arbitration					

1/4/2022
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DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
63056	EXP	Olympia	1	19.95	19.95
6/30/2020		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
OneLegal - Opposition					
65163	EXP	Olympia	1	22.00	22.00
12/4/2020		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
File & ServeXpress - Notice of Order					
Granting Complex					
65486	EXP	Max Gavron	1	94.00	94.00
1/5/2021		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
Courtcall					
66067	EXP	Olympia	1	6950.00	6950.00
2/10/2021		Arbitrators			
WIP		Peck-Hanley, Guy v. Samsar			
JAMS Mediation					
66317	EXP	Olympia	1	975.00	975.00
3/3/2021		Arbitrators			
WIP		Peck-Hanley, Guy v. Samsar			
JAMS Mediation					
67621	EXP	Olympia	1	2900.00	2900.00
6/22/2021		Arbitrators			
WIP		Peck-Hanley, Guy v. Samsar			
JAMS Mediation					
68705	EXP	Larry W. Lee	1	94.00	94.00
9/13/2021		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
Courtcall					
69109	EXP	Olympia	1	47.60	47.60
10/4/2021		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
File&ServeXpress - JOint CMS					
69537	EXP	Olympia	1	44.00	44.00
11/2/2021		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
File & ServeXpress - Stip to Lift Stay					
69864	EXP	Olympia	1	20.00	20.00
12/3/2021		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
File & ServeXpress - Stip to Lift Stay					

1/4/2022
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DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
69865	EXP	Olympia	1	22.00	22.00
12/3/2021		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
File & ServeXpress - NOE					
69873	EXP	Olympia	1	500.00	500.00
12/6/2021		Court fees			
WIP		Peck-Hanley, Guy v. Samsar			
Motion for PAGA Approval & Remote Appearance					
Grand Total					
		Billable	0.00		13628.48
		Unbillable	0.00		0.00
		Total	0.00		13628.48