

**IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT  
WINNEBAGO COUNTY, ILLINOIS**

DAVID KARLING, for himself and others  
similarly situated,

*Plaintiff,*

v.

SAMSARA INC.,

*Defendant.*

Case No.: 2025-LA-0000175

Hon. Ronald Barch

**PRELIMINARY APPROVAL ORDER**

This matter having come before the Court on Plaintiff’s Motion in Support of Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Settlement Agreement and Release (“Settlement Agreement”) between Plaintiff David Karling, for himself individually and on behalf of the Settlement Class (“Plaintiff”), and Defendant Samsara Inc. (“Samsara” or “Defendant”) (Plaintiff and Defendant together are the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was

negotiated at arm's-length and in good faith between the Parties, who were represented by experienced class action counsel familiar with the legal and factual issues of this case.

3. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class Representative fairly and adequately protects the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the Litigation.

4. The Court hereby preliminarily certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

(a) all individuals who operated a vehicle between December 16, 2016 and [date of entry of the preliminary approval order] within the State of Illinois that was equipped with a dual-facing Samsara Dash Cam; and (b) all Illinois residents not included in (a) who operated a vehicle between December 16, 2016 and June 11, 2025 outside Illinois that was equipped with a dual-facing Samsara Dash Cam.

Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over the Federal Action or the State Action and members of their families, (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

5. For settlement purposes only, Plaintiff David Karling is appointed as Class Representative.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Jason L. Lichtman  
Sean A. Petterson  
Muriel Kenfield-Kelleher  
Lieff Cabraser Heimann & Bernstein LLP  
250 Hudson Street, 8th Floor  
New York, New York 10013

Gary M. Klinger  
Alexander E. Wolf  
Milberg Coleman Bryson Phillips Grossman, LLC  
227 W. Monroe Street, Suite 2100  
Chicago, Illinois 60606

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves the proposed plan for giving Notice to the Settlement Class as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS § 5/2-803 and due process and is due and sufficient notice to all persons in the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary.

9. Kroll Settlement Administration is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as fully set forth in the Settlement Agreement. The Settlement Administrator may proceed with the distribution of the Notice as set forth in the Settlement Agreement. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the Notice plan within 45 days, or by **July 28, 2025**.

10. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notice on or before **September 29, 2025**. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit A.

11. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or be electronically submitted to the Settlement Administrator via the Settlement Website no later than **September 29, 2025**. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

12. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than **September 8, 2025**. To be valid, any request for exclusion must: (a) be in writing; (b) identify the case name *Karling v. Samsara Inc.*, No. 2025-LA-0000175, Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois; (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) include their assigned Claim ID number (if they received one); (e) include a statement explaining why they believe they are a member of the Settlement Class, including the name of the company for which they were employed or working as an independent contractor when they operated a vehicle that was equipped with a Samsara Dual-Facing Dash Cam and the approximate date(s) that they operated that vehicle; (f) be signed by the person seeking exclusion and sent directly by the person seeking exclusion to the Settlement Administrator; and (g) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Karling v.*

*Samsara Inc.*, No. 2025-LA-0000175, Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois.” The Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.

13. Any person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the State Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

14. Any Settlement Class Member (who has not excluded themselves) may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense; provided, however, that all comments and objections must be (1) filed with the Court, and (2) e-mailed to Class Counsel and Defendant’s Counsel no later than **September 8, 2025**. Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member’s full name and current address, (b) their assigned Claim ID number (if they received one), (c) a statement explaining why they believe they are a member of the Settlement Class, including the name of the company for which they were employed or working as an

independent contractor when they operated a vehicle that was equipped with a Samsara Dual-Facing Dash Cam and the approximate date(s) that they operated that vehicle, (d) the specific grounds for the objection, (e) all documents or writings that the Settlement Class Member desires the State Court to consider, (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

15. Addresses for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

<b>Class Counsel:</b>	<b>Defendant's Counsel:</b>
<p>Jason L. Lichtman  Sean A. Petterson  Muriel Kenfield-Kelleher  Lieff Cabraser Heimann &amp; Bernstein LLP  250 Hudson Street, 8th Floor  New York, New York 10013  jlichtman@lchb.com  spetterson@lchb.com  mkenfieldkelleher@lchb.com</p> <p>Gary M. Klinger  Alexander E. Wolf  Milberg Coleman Bryson Phillips Grossman, LLC  227 W. Monroe Street, Suite 2100  Chicago, Illinois 60606  gklinger@milberg.com  awolf@milberg.com</p>	<p>David C. Layden  Carolyn L. Meneau  Elena M. Olivieri  Jenner &amp; Block LLP  353 N. Clark Street  Chicago, IL 60654  dlayden@jenner.com  cmeneau@jenner.com  eolivieri@jenner.com</p>

<b>Settlement Administrator:</b>  Karling v. Samsara, Inc. c/o KrollSettlement Administration PO Box 225391 New York, NY 10150- 5391	<b>Clerk of Court:</b> 400 West State St. Rockford, IL 61101
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16. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's requested Fee Award and/or the request for an incentive award to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

17. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement

Agreement or Final Approval Order by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in this action or any other action or proceeding.

18. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as an incentive award for the Class Representative, in accordance with the terms of the Settlement Agreement, no later than **August 21, 2025**.

19. All papers in support of final approval of the Settlement shall be filed no later than fourteen (14) days before the Final Approval Hearing.

20. A hearing (the "Final Approval Hearing") shall be held before the Court on **October 16, 2025 at 2:00 p.m.** in Courtroom 426 of the Winnebago County Courthouse, 400 West State Street, Rockford, Illinois 61101 and via Zoom (or at such other time or location as the Court may without further notice direct) for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS § 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable, adequate, and made in good faith, and should be approved by the Court;
- (c) to determine whether the Final Approval Order as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- (d) to consider the application for a Fee Award to Class Counsel;
- (e) to consider the application for an incentive award to the Class Representative;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement



Agreement; and

- (g) to rule upon such other matters as the Court may deem appropriate.

21. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

22. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

23. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement or this Order, are not and shall not in any event be described or construed as, and/or used, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiff; the validity of any Released Claim; the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiff. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

24. The Court hereby authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) that shall be consistent in all material respects with the terms of the Final Approval Order and do


not limit or impair the rights of the Settlement Class.

25. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

<b>Notice to be completed by:</b>	<b>July 28, 2025</b>
<b>Fee Award Application:</b>	<b>August 18, 2025</b>
<b>Objection/Exclusion Deadline:</b>	<b>September 8, 2025</b>
<b>Claims Deadline:</b>	<b>September 29, 2025</b>
<b>Final Approval Motion:</b>	<b>October 2, 2025</b>
<b>Final Approval Hearing:</b>	<b>October 16, 2025 at 2:00 p.m.</b>

**IT IS SO ORDERED.**

ENTERED: 6/12/2025

  
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Hon. Ronald Barch