

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Settlement Agreement” or “Agreement”) is entered into by and among Plaintiff David Karling (“Plaintiff”), for himself individually and on behalf of the Settlement Class, and Defendant Samsara Inc. (“Samsara” or “Defendant”) (Plaintiff and Defendant together are the “Parties”), in *Karling v. Samsara Inc.*, No. 1:22-cv-00295, pending in the United States District Court for the Northern District of Illinois before the Honorable Georgia N. Alexakis (the “Federal Action”) and *Karling v. Samsara Inc.*, No. 2025-LA-0000175, pending in the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois, before the Honorable Ronald Barch (the “State Action”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and the Released Claims upon and subject to the terms and conditions hereof, and subject to court approval.

RECITALS

A. On December 16, 2021, Plaintiff David Karling filed a putative class action in the Circuit Court of Cook County, Illinois, alleging that when Samsara customers install Samsara dual-facing dashboard cameras (“Dash Cams”) in customer vehicles and enable the Camera ID feature available on those Dash Cams, Samsara allegedly collects, uses, stores, and discloses biometric identifiers and biometric information of the drivers of the customer vehicles in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”). On January 18, 2022, Samsara removed the action under the Class Action Fairness Act to the United States District Court for the Northern District of Illinois, where it was assigned to Judge Sara L. Ellis. ECF No. 1.

B. Samsara moved to dismiss Plaintiff Karling’s complaint on February 24, 2022. ECF No. 15. Following briefing, on July 11, 2022, Judge Ellis issued an opinion denying Samsara’s motion to dismiss Plaintiff’s claims under Sections 15(a), 15(b), 15(c), and 15(d) of BIPA. ECF

No. 24. Thereafter, Samsara answered and asserted defenses, including denying that it had violated BIPA, denying that Plaintiff could satisfy the requirements to certify a class, and denying the Plaintiff or the putative class members were entitled to any relief against Samsara. ECF No. 26.

C. The Parties thereafter engaged in extensive fact discovery, including written discovery, the production of documents and information, and numerous depositions.

D. Plaintiff Karling amended his complaint on October 16, 2023 and added an additional plaintiff, James Burgin. ECF No. 76. Plaintiff Karling also added claims relating to a second Samsara Dash Cam feature known as Distracted Driving Detection, alleging that, when Samsara customers use that feature, Samsara collects, uses, stores, and discloses biometric data in violation of BIPA. *Id.* Samsara again answered and asserted defenses, including denying that it had violated BIPA, denying that Plaintiffs could satisfy the requirements to certify a class, and denying that Plaintiffs or the putative class members were entitled to any relief against Samsara. ECF No. 95.

E. On April 4, 2024, shortly after Plaintiff Burgin was deposed, he filed a motion to withdraw as a named plaintiff, which the Court granted on April 29, 2024. ECF No. 136.

F. On August 30, 2024, Plaintiff Karling filed a second amended complaint, which removed allegations that Samsara violated BIPA when its customers use the Distracted Driving Detection feature, but which continued to assert claims relating to the Camera ID feature. ECF No. 155. Samsara again answered and asserted defenses, including denying that it had violated BIPA, denying that Plaintiff could satisfy the requirements to certify a class, and denying that Plaintiff or the putative class members were entitled to any relief against Samsara. ECF No. 160.

G. During the litigation, the Parties engaged in two mediations. The first, in February 2023, was conducted by the Honorable Wayne Andersen (Ret.) of JAMS. The second, in May

2024, was conducted by the Honorable James R. Epstein (Ret.) of JAMS. Notwithstanding the mediators' and the Parties' efforts, those mediations concluded without the Parties reaching a resolution.

H. As the Parties completed fact discovery in October 2024 and began expert discovery in December 2024, they continued to discuss possible settlement, through their respective counsel, following up on the negotiations from the May 2024 mediation.

I. After challenging, arms-length negotiations, on January 29, 2025, the Parties reached an agreement in principle on the terms of a proposed class settlement. The agreement in principle included the filing of the State Action and seeking approval of the class settlement in the State Action, to avoid potential issues and uncertainty about whether there is Article III jurisdiction in the Federal Action over all of Plaintiff's and the putative class members' BIPA claims.

J. On May 22, 2025, Plaintiff filed a class action complaint in the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois in accord with the Parties' agreement in principle.

K. Plaintiff and Class Counsel (as defined below) have conducted a comprehensive examination of the law and facts relating to all of Plaintiff's claims and Defendant's defenses. Plaintiff believes that his asserted claims have merit, that he would have obtained certification of the putative class and prevailed on the merits at summary judgment and/or at trial. However, Plaintiff and Class Counsel recognize that there is a significant risk that Plaintiff would not prevail and/or that a class would not be certified for trial. Class Counsel also have taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Plaintiff and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided

to the Settlement Class without delay. Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiff and the Settlement Class. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in this Settlement Agreement.

L. Defendant denies the material allegations in the Litigation, as well as all allegations of wrongdoing and liability, including that it is subject to or violated BIPA, and believes that it would have prevailed on the merits at summary judgment, that a class would not be certified for trial, and that it would have prevailed at trial. Nevertheless, Defendant has similarly concluded that this settlement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's claims for liquidated damages under BIPA. Defendant thus desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendant that, subject to the approval of the State Court after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Litigation shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 **“Agreement”** or **“Settlement Agreement”** means this Settlement and Release Agreement and the attached Exhibits.

1.2 **“Approved Claim”** means a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement and (b) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

1.3 **“Business Practice Changes”** means the changes described in Section 2.2(j) below.

1.4 **“Camera ID”** means the feature, available to Samsara customers that purchase Samsara dual-facing Dash Cams and Samsara Safety Licenses that uses driver facial images captured by a Dash Cam to automatically assign a driver to a trip, and any similar Samsara Dash Cam technology previously branded under a different name.

1.5 **“Claims Deadline”** means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than sixty-three (63) days following the Notice Date, subject to State Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

1.6 **“Claim Form”** means the document substantially in the form attached hereto as Exhibit A, as approved by the State Court. The Claim Form, which shall be completed by

Settlement Class Members who wish to file a claim for a Settlement Payment, shall be available in paper and electronic format.

1.7 “**Class Counsel**” means Jason L. Lichtman, Sean A. Petterson, and Muriel Kenfield-Kelleher of Lieff Cabraser Heimann & Bernstein LLP, and Gary L. Klinger and Alexander E. Wolf of Milberg Coleman Bryson Phillips Grossman, LLC.

1.8 “**Class Representative**” means David Karling.

1.9 “**Defendant**” means Samsara Inc.

1.10 “**Defendant’s Counsel**” means David C. Layden, Caroline L. Meneau, and Elena M. Olivieri of Jenner & Block LLP.

1.11 “**Effective Date**” means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.

1.12 “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and

certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.13 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs awarded to Class Counsel by the State Court to be paid from the Settlement Fund.

1.14 “**Federal Action**” means the case captioned *Karling v. Samsara Inc.*, No. 1:22-cv-00295, pending in the United States District Court for the Northern District of Illinois before the Honorable Georgia N. Alexakis.

1.15 “**Federal Court**” means the United States District Court for the Northern District of Illinois, the Honorable Georgia N. Alexakis presiding, or any judge who shall succeed her as the judge assigned to preside and have jurisdiction over the Federal Action.

1.16 “**Final Approval Hearing**” means the hearing before the State Court where Plaintiff will request that the Final Approval Order be entered by the State Court finally approving the Settlement as fair, reasonable, adequate, and made in good faith, and approving the Fee Award and the Incentive Award to the Class Representative. If required by orders of the State Court, the Final Approval Hearing may be held by telephone or videoconference.

1.17 “**Final Approval Order**” means the final approval order to be entered by the State Court approving the settlement embodied by this Settlement Agreement after the Final Approval Hearing, and dismissing the State Action with prejudice, substantially in the form attached hereto as Exhibit B.

1.18 “**Incentive Award**” means the proposed amount of \$5,000 to be paid to the Class Representative in return for the services he provided to the Settlement Class, which shall be subject to Court approval at the Final Approval Hearing and paid from the Settlement Fund.

1.19 “**Litigation**” means the Federal Action and the State Action.

1.20 “**Notice**” means the notice of the proposed Settlement and Final Approval Hearing approved by the State Court, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, fulfills the requirements of Due Process and 735 ILCS § 5/2-801 *et seq.*, and is substantially in the form of Exhibits C, D, and E attached hereto.

1.21 “**Notice Date**” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than forty-five (45) days after entry of the Preliminary Approval Order.

1.22 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement or a request for exclusion from the Settlement Class submitted by a person within the Settlement Class must be filed with the State Court and/or postmarked or e-mailed (for exclusion requests), which shall be designated as a date approximately forty-two (42) days after the Notice Date, as approved by the State Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.23 “**Plaintiff**” means David Karling.

1.24 “**Preliminary Approval Order**” means the State Court’s order preliminarily approving the Agreement, preliminarily certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice, substantially in the form attached hereto as Exhibit F.

1.25 **“Privacy Protection Benefit”** means the privacy protection product that will be made available to Settlement Class Members who submit Approved Claims, as further described in Section 2.2 below.

1.26 **“Released Claims”** means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, that arise out of or relate in any way to video, images, or other data that were captured by a Samsara Dash Cam, including but not limited to video, images, or other data that were processed by the Samsara Camera ID feature, and including but not limited to claims asserting violations of BIPA, any federal or state laws similar to BIPA, or enactment of any other statutory, regulatory or common law claim arising thereunder, and including but not limited to all claims that were asserted or could have been asserted in the Litigation, as of the date of the preliminary approval.

1.27 **“Released Parties”** means Defendant and each of its respective past, present, and future direct and indirect parents, subsidiaries, members, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of the past, present, and future directors, officers, managers, employees, contractors, general partners, limited partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, customers, insurers, reinsurers, shareholders, attorneys, accountants, advisors,

consultants, assignors, assignees, representatives, fiduciaries, predecessors, successors, divisions, joint ventures, or related entities of those companies.

1.28 **“Releasing Parties”** means Plaintiff and the Settlement Class Members (whether or not such Class Members submit Claim Forms), and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, agents, and employees (each solely in their respective capacity as such), and all those who claim through them or who assert the Released Claims (or could assert such Released Claims) on their behalf.

1.29 **“Settlement”** means the settlement embodied by the terms and conditions of this Agreement.

1.30 **“Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, processing Claim Forms, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.31 **“Settlement Administrator”** means Kroll Settlement Administration, subject to approval of the State Court, which will provide the Notice, Settlement Website, processing Claim Forms, sending of Settlement Payments to Settlement Class Members, tax reporting, and performing such other settlement administration matters set forth herein or contemplated by the Settlement.

1.32 **“Settlement Class”** means (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 [date of entry of the preliminary

approval order] 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) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant has 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.

1.33 “**Settlement Class Member**” or “**Class Member**” means a person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class.

1.34 “**Settlement Fund**” means the total amount of Three Million Nine Hundred Fifty Thousand Dollars (\$3,950,000.00) to be paid by Defendant under the terms of this Settlement. Under no circumstances shall Defendant be required to provide settlement funding or pay any attorneys' fees, costs, incentive awards, or Settlement Administration Expenses that, taken together, exceed \$3.95 million. Within fifteen (15) days after the Effective Date, Defendant shall transmit the Settlement Fund to the Escrow Account. The Settlement Fund shall satisfy all monetary obligations of Defendant (and any other Released Party) under this Settlement Agreement, including the Settlement Payments, all costs of providing the Privacy Protection Benefit to Settlement Class Members submitting Approved Claims, Settlement Administration Expenses, the Fee Award, the Incentive Award, taxes, and any other payments or other monetary obligations contemplated by this Agreement or the Settlement.

1.35 “**Settlement Payment**” means a *pro rata* portion of the Settlement Fund paid to Settlement Class Members who have submitted Approved Claims, after deduction of any Fee

Award, Incentive Award, all costs of providing the Privacy Protection Benefit to Settlement Class Members who have submitted Approved Claims, and Settlement Administration Expenses.

1.36 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, relevant court filings, and the ability to submit Claim Forms online. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be www.dashcamsettlement.com, or such other URL as the Parties may subsequently agree to.

1.37 “**State Action**” means *Karling v. Samsara Inc.*, No. 2025-LA-0000175, pending in the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois, before the Honorable Ronald Barch.

1.38 “**State Court**” means the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois.

2. SETTLEMENT RELIEF

2.1 Denial of Liability; Inadmissibility; Limited Purpose

a. Defendant denies all allegations of fault, wrongdoing, or liability for the claims asserted in the Litigation. Neither the fact of settlement, nor the Settlement Agreement, nor any other settlement documents, including the term sheet and any communications in relation to the Settlement, shall be offered, used or received in any other case or proceeding for any purpose, whether as an argument, admission, concession, evidence or otherwise, including, but not limited to, relating to the validity of any claim or defense asserted in the Litigation, the truth of any fact alleged by any Party, or the appropriateness of class certification, and/or as evidence of any admission by Defendant of any liability with respect to any claim for damages or other relief, or

of any admission by Plaintiff that they would not have prevailed on liability on any of their claims. Any stipulation or admission by Defendant or Plaintiff contained in any document pertaining to the Settlement is made for settlement purposes only.

b. In the event the State Court does not enter the Final Approval Order, nothing contained herein shall be construed as a waiver by Defendant of any arguments against class certification, liability, and relief in the Litigation or any other case or proceeding, or by Plaintiff of his contention that class certification is appropriate in the Litigation or in any other case or proceeding.

c. Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the State Court does not enter a Final Approval Order (or such order is not affirmed on appeal, if any), any certification of any Settlement Class will be vacated and deemed null and void. The Parties will cause the State Action to be dismissed without prejudice, and the Parties will be returned to their positions with respect to the Federal Action as if the Settlement Agreement had not been entered into, and the fact of certification shall not be cited to by the Parties, used on behalf of any Party for any purpose, or be admissible in any proceeding for any purpose or with respect to any issue, substantive or procedural.

2.2 Settlement Benefits to Settlement Class Members.

a. Settlement Class Members shall have until the Claims Deadline to submit Claim Forms. Each Settlement Class Member who submits an Approved Claim shall be entitled to a Settlement Payment. The Settlement Administrator shall send such Settlement Payments via First Class U.S. Mail to the address provided on the Approved Claim Form. The Parties also may agree, in consultation with the Settlement Administrator, to provide each Settlement Class Member with an Approved Claim the option of receiving a Settlement Payment electronically.

b. Within twenty (20) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud.

c. Within twenty (20) days after the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved and initially rejected Claims.

d. Counsel for the Parties shall have twenty (20) days after the date they receive the report listing the initially approved and initially rejected claims to audit and challenge any initially approved or initially rejected claims. Counsel for the Parties shall meet and confer in an effort to resolve any disputes or disagreements over any initially approved or rejected claims. The Settlement Administrator shall have sole and final authority for determining if Settlement Class Members' Claim Forms are complete, timely, and accepted as Approved Claims.

e. The Settlement Administrator shall send each Settlement Class Member with an Approved Claim a Settlement Payment by check within eighteen (18) days of the Effective Date. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within one hundred twenty (120) days after the date of issuance.

f. To the extent that a check issued to Settlement Class Members is not cashed within one hundred twenty (120) days after the date of issuance, the check will be void. Uncashed

checks will be distributed to an appropriate recipient selected by the Parties and approved by the State Court under 735 ILCS § 5/2-807(b).

g. Settlement Class Members with an Approved Claim may request replacement checks within the one hundred twenty (120) day period after initial issuance, but such checks will not extend the one hundred twenty (120) day check cashing period from the date checks were originally issued.

h. In no event shall any amount paid by Defendant revert to Defendant, with the exception of a circumstance under which the Agreement is terminated pursuant to Section 7 of the Agreement, and the Escrow Account established by the Settlement Administrator contains any portion of the Settlement Fund paid by Defendant. In that circumstance, such funds shall be returned to Defendant, after payment of any outstanding Settlement Administration Expenses.

i. Each Settlement Class Member who submits an Approved Claim will be eligible to initiate one year of Privacy Shield data privacy protection (the “Privacy Protection Benefit”), a service designed to promote privacy and anonymity, which has a retail purchase price of \$300. All costs associated with providing the Privacy Protection Benefit to Settlement Class Members will be paid from the Settlement Fund. The Parties’ agreement to use the Settlement Fund to provide Settlement Class Members with access to a privacy monitoring product does not reflect any privacy concerns regarding Camera ID, or with any of Samsara’s products or services. Class Counsel requested this settlement benefit to promote privacy consistent with BIPA. Class Counsel does not contend that discovery in the Litigation revealed any data breach or disclosure of Settlement Class Members’ personal information. Samsara has always taken privacy concerns seriously, and its agreement to this privacy monitoring product is a reflection of Samsara’s longstanding commitment to privacy, but is in no way tied to any use of Samsara’s products or

services. The Parties agree that the Privacy Protection Benefit is being made available to Settlement Class Members to promote privacy consistent with BIPA and not because of any concerns about the security or disclosure of data collected by Samsara Dash Cams or features available on Dash Cams, including the Camera ID feature. Plaintiff and Class Counsel agree that, in communicating with Settlement Class Members about the Settlement and/or in seeking court approval, Plaintiff and Class Counsel shall not make any statements asserting or suggesting that the Privacy Protection Benefit is necessitated by or related to any concerns about the security or disclosure of data collected by Samsara Dash Cams or features available on Dash Cams, including the Camera ID feature.

j. While Samsara already implements robust safeguards into its technology and provides publicly available policies and resources to its customers regarding compliance with potentially applicable laws, Samsara confirms that, after Plaintiff filed the Federal Action and made contentions regarding alleged deficiencies in Samsara's policies and compliance resources, Samsara (while denying that its policies and compliance resources were deficient in any way) took Plaintiff's contentions into account in modifying its Camera ID data retention policies and customer notification processes regarding driver consent that Samsara customers must complete before enabling Camera ID.

i. In addition, as part of the Settlement, Samsara has agreed to the following Business Practice Changes:

a. **Biometric Data Retention and Destruction Policy.**

Samsara agrees to add the following language to its policy within sixty (60) days of the Effective Date:

- For more information about Samsara's approach to face recognition and biometric data, see [Samsara's Face Recognition and Biometric Data Commitment](#).
- Customers are required to deactivate a driver when that driver leaves the customer's employment.

b. **Face Recognition and Biometric Data Commitment.**

Samsara agrees to make its Face Recognition and Biometric Data Commitment publicly available on the Samsara website.

c. **Bi-annual reminder to Illinois customers with Camera**

ID enabled. Samsara agrees that, beginning sixty (60) days after the Effective Date, Samsara will transmit to Illinois customers, defined as customers that have Camera ID enabled in Illinois and regularly operate vehicles within Illinois, a bi-annual reminder regarding compliance with potentially applicable laws.

d. **Compliance resources provided to Illinois customers**

during onboarding. Samsara agrees that, beginning sixty (60) days after the Effective Date, Samsara will provide new Illinois customers with the existing Camera ID resources (*i.e.*, the Camera ID Consent Knowledge Base article, which includes a sample consent form and a sample retention policy, the Samsara Biometric Data Retention and Destruction Policy, and the Samsara Face Recognition and Biometric Data Commitment) during the customer onboarding process.

ii. Samsara agrees to maintain the Business Practice Changes in place

for at least two (2) years following the Effective Date unless (a) Samsara leadership responsible for Dash Cams, in consultation with the Samsara legal department, determines that there is a

compelling or material business reason to discontinue a Business Practice Change, (b) Samsara leadership responsible for Dash Cams, in consultation with the Samsara legal department, decides to replace a Business Practice Change with a new or modified business practice change that is similarly protective of driver privacy interests; or (c) Samsara leadership responsible for Dash Cams, in consultation with the Samsara legal department, determines that a modification to potentially applicable law (including by legislative action or judicial ruling) requires or permits Samsara to modify a Business Practice Change.

3. RELEASE

3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims.

4. NOTICE TO THE CLASS; RIGHTS TO OBJECT OR REQUEST EXCLUSION

4.1 **Requests for Class Member Contact Information.** Within ten (10) days of the entry of the Preliminary Approval Order, Defendant shall contact 20 customers within the group of 35 customers with the most Settlement Class Members, provide each of those 20 customers with a list of the Settlement Class Member names in Defendant's systems that are associated with that customer, and request that the customer provide current or last known contact information (home address, telephone number, and email, to the extent available) to Defendant. Defendant

shall provide all contact information received from those customers to the Settlement Administrator within forty (40) days of the entry of the Preliminary Approval Order.

4.2 **Methods and Form of Notice.** The Notice shall include the best notice practicable, including but not limited to:

a. *Direct Notice.* The Settlement Administrator shall send Notice by postcard notice via First Class U.S. Mail substantially in the form attached as Exhibit C, to each physical address contained in the contact information provided by Samsara to the Settlement Administrator regarding Defendant's customers per Section 4.1 above, no later than the Notice Date. The Settlement Administrator shall assign a unique Claim ID number to each class member with a physical address and print that Claim ID number on the postcard notice. The postcard notice shall also include an enrollment code that Settlement Class Members can use to enroll in the Privacy Protection Benefit.

b. *Internet Notice.* The Settlement Administrator will develop, host, administer and maintain a Settlement Website containing the notice substantially in the form of Exhibit D attached hereto no later than the Notice Date.

c. *Targeted Advertising.* The Settlement Administrator shall place targeted advertisements on digital platforms mutually agreeable to the Parties that are reasonably targeted at members of the Settlement Class, which shall direct them to the Settlement Website, no later than the Notice Date.

d. *Print Publication Notice.* The Settlement Administrator will provide print publication notice by placing a one-time eighth of a page summary publication notice in appropriate newspapers circulating in Illinois no later than the Notice Date. The proposed summary publication notice is attached as Exhibit E.

4.3 **Right to Object or Comment.** 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). All written objections must be filed with the State Court and e-mailed to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any person in the Settlement Class who fails to timely file an objection with the State Court and notice of their intent to appear at the Final Approval Hearing in accordance with the terms of this section 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 this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived their objections and be forever barred from making any such objections in the Litigation or any other action or proceeding.

4.4 Right to Request Exclusion. Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. 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.” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or 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 this Settlement Agreement, if approved. Any person who elects to request exclusion from the Settlement Class pursuant to the provisions of this Paragraph shall not (a) be bound by any orders or the Final Approval Order entered in the State Case, (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.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator’s Duties.

a. *Dissemination of Notices.* The Settlement Administrator shall disseminate Notice as provided in Section 4 of this Settlement Agreement.

b. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant’s Counsel upon request, except that Plaintiff and Class Counsel shall not have access to the information provided by Defendant or Defendant’s customers regarding Settlement Class Members. Neither Plaintiff nor Class Counsel shall use the Claim Forms, or any information contained in the Claim Forms, for any purpose other than those specifically set forth in Paragraph 2.2 above, and shall not disclose the Claim Forms, or any information contained in the Claim Forms, to any other person or entity. Nothing in the foregoing shall be construed to create a duty or obligation that would be ethically impermissible under the Illinois Rules of Professional Conduct promulgated by the Illinois Supreme Court. The Settlement Administrator shall also provide reports and other information to the State Court as the State Court may require. The Settlement Administrator shall provide bi-weekly reports to Class Counsel and Defendant’s Counsel with information concerning Notice, number of Claim Forms submitted, number of

Approved Claims, requests for exclusion, and administration and implementation of the Settlement.

c. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendant's Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

d. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website.

e. *Timing of Settlement Payments.* The Settlement Administrator shall make the Settlement Payments contemplated in Section 2 of this Settlement Agreement by check and mail them to Settlement Class Members within eighteen (18) days after the Effective Date.

6. STAY OF FEDERAL ACTION; PRELIMINARY APPROVAL AND FINAL APPROVAL

6.1 **Stay of Federal Action.** Promptly after execution of this Settlement Agreement, the Parties shall jointly move the Federal Court to stay the Federal Action pending final approval of this Settlement Agreement by the State Court and resolution of an appeal, if any. If the Federal Court will not enter the stay, the Parties agree to seek approval of the Settlement in both the Federal Action and the State Action, and all references in this Agreement to approval in the State Court shall include approval in both the Federal Court and the State Court.

6.2 **Preliminary Approval.** Within ten (10) days after execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the State Court and shall

move the State Court to enter the Preliminary Approval Order, which shall include, among other provisions, a request that the State Court:

- a. Appoint Plaintiff as Class Representative of the Settlement Class for settlement purposes only;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Preliminarily certify the Settlement Class under 735 ILCS § 5/2-801, *et seq.*, for settlement purposes only;
- d. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and
- f. Schedule a Final Approval Hearing to review comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and an Incentive Award to the Class Representative, and to consider whether the State Court shall issue a Final Approval Order approving this Settlement Agreement and dismissing the State Case with prejudice.

6.3 **Final Approval.** After Notice to the Settlement Class is given, and all other conditions precedent to the Settlement have been satisfied, no later than fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall move the State Court for entry of a Final Approval Order, which shall include, among other provisions, a request that the State Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; make a finding that the Agreement was entered into in good faith, and direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;

c. find that the Notice implemented under this Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS § 5/2-801 *et seq.*;

d. find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

e. dismiss the State Case in State Court on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

f. incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

g. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

h. authorize the Parties, without further approval from the State Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its

implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members;

i. without affecting the finality of the Final Approval Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the State Court deems necessary and just.

6.4 Dismissal of Federal Action. In the event that the Federal Court agrees to stay the Federal Action, upon the Effective Date, the Parties shall promptly move the Federal Court to dismiss the Federal Action with prejudice.

6.5 Cooperation. The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to obtain final approval of the Settlement, subject to the terms of this Settlement Agreement.

7. TERMINATION OF THE SETTLEMENT AGREEMENT & CONFIRMATORY DISCOVERY

7.1 Termination. Subject to Section 9 below, the Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Defendant's Counsel within ten (10) days of any of the following events: (i) the Federal Court's or the State Court's refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Federal Court's or the State Court's refusal to enter the Final Approval Order in any material respect; (iii) the Final Approval Order is modified or reversed in any material respect by an appellate court;

or (iv) the date upon which an Alternative Approval Order is entered, as defined in Paragraph 9.1 of this Agreement, is modified or reversed in any material respect by an appellate court.

8. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

8.1 Defendant agrees to pay Class Counsel reasonable attorneys' fees and unreimbursed expenses incurred in the Litigation as the Fee Award, which shall be paid entirely from the Settlement Fund. The amount of the Fee Award shall be determined by the State Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to \$2,500,000, which represents no more than one-third of the total value of the Settlement (at least \$7,500,000, which valuation will be described and supported in Plaintiff's motion for final approval of the Settlement and in Class Counsel's request for attorneys' fees), including the Settlement Fund, the Business Practice Changes, and the Privacy Protection Benefit, plus documented out-of-pocket costs. Payment of the Fee Award shall be made from the Settlement Fund and should the State Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments.

8.2 The Fee Award shall be payable within eighteen (18) days after the Effective Date. Payment of the Fee Award shall be made by the Settlement Administrator via wire transfer to accounts designated by Class Counsel after providing necessary information for electronic transfer and relevant tax information.

8.3 Defendant agrees that the Class Representative can seek Court approval for payment of an Incentive Award in the amount of five thousand dollars (\$5,000.00) from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement

and in recognition of his efforts on behalf of the Settlement Class. Should the State Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. Any award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within eighteen (18) days after the Effective Date.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the provisions in Paragraph 9.1:

- a. This Agreement has been signed by the Parties, Class Counsel, and Defendant's Counsel;
- b. The State Court has entered the Preliminary Approval Order;
- c. The State Court has finally approved the Settlement, following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Approval Order, or an order and judgment materially identical to the Final Approval Order, and such order and judgment has become final and unappealable; and
- d. In the event that the State Court enters an approval order and final judgment in a form other than that provided above ("Alternative Approval Order") to which the Parties have consented, that Alternative Approval Order has become final and unappealable.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the State Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this

Agreement shall be canceled and terminated subject to Paragraph 9.4, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the State Court's decision as to the amount of the Fee Award to Class Counsel set forth above or the Incentive Award to the Class Representative, regardless of the amounts awarded, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3 If, prior to the Final Approval Hearing, the number of members of the Settlement Class who have timely submitted requests for exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto exceeds 1,000, Defendant shall have, in their sole and absolute discretion, the option to terminate this Agreement. Defendant may terminate the Agreement by filing a Termination Notice with the State Court and serving such Termination Notice on Class Counsel by hand delivery or overnight courier within ten (10) business days after being informed in writing by the Settlement Administrator that requests for exclusion have been timely filed in a number that exceeds 1,000.

9.4 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Federal Action as of the date of the signing of this Agreement. In such event, any Final Approval Order or other order entered by the State Court in accordance with the terms of this Agreement, including, but not limited to, class certification, shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Federal Action as if this Settlement

Agreement had never been entered into. To be returned to the *status quo* with respect to the Federal Action means the Parties agree to jointly move to dismiss the State Action without prejudice, and jointly move the Federal Court to lift the stay on the proceedings in the Federal Action.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of the Preliminary Approval Order and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.2 Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10.3 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to

assert in any forum that the Litigation was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.4 The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

10.5 Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant risks, inconveniences, expenses and contingencies. Accordingly, whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Litigation, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payment or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendant as, an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Litigation, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Litigation;

d. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the State Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties;

e. is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or

without merit or that damages recoverable in the Litigation would have exceeded or would have been less than any particular amount.

10.6 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.7 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

10.8 All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.9 This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.10 Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Litigation.

10.11 Plaintiff represents and warrants that he has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that he is fully entitled to release the same.

10.12 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the State Court if the State Court so requests.

10.13 The State Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the State Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

10.14 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

10.15 This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of good-faith, arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

10.16 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

Jason L. Lichtman
jlichtman@lchb.com
Sean A. Petterson
spetterson@lchb.com
LIEFF CABRASER HEIMANN & BERNSTEIN LLP
250 Hudson Street, 8th Floor
New York, New York 10013

Gary M. Klinger
gklinger@milberg.com
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, LLC
227 W. Monroe Street, Suite 2100


Chicago, Illinois 60606

David C. Layden
dlayden@jenner.com
JENNER & BLOCK LLP
353 North Clark Street
Chicago, Illinois 60654

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DAVID KARLING

Dated: 24/05/2025

By (signature): 
David Karling (May 24, 2025 08:10 CDT)

Name (printed): David Karling

LIEFF CABRASER HEIMANN & BERNSTEIN LLP

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN, LLC**

Dated: _____

By (signature): _____

Name (printed): Gary M. Klinger

Its (title): Plaintiff's Counsel

SAMSARA INC.

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

JENNER & BLOCK LLP

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

DAVID KARLING

Dated: _____

By (signature): _____

Name (printed): _____

LIEFF CABRASER HEIMANN & BERNSTEIN LLP

Dated: 5/23/2025

By (signature):  _____

Name (printed): Sean A. Petterson

Its (title): Plaintiff's Counsel

**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN, LLC**

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

SAMSARA INC.

Dated: 5/23/25

By (signature):  _____

Name (printed): Adam Eltoukhy

Its (title): Chief Legal Officer

JENNER & BLOCK LLP

Dated: 5/23/25

By (signature):  _____

Name (printed): David Layden

Its (title): Partner

EXHIBIT A

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**Your Claim must
be submitted
online or
postmarked by:**

**<<Claim
Deadline>>**

CLAIM FORM FOR THE DASH CAM BIPA SETTLEMENT

Karling v. Samsara Inc.

Case No. 2025-LA-0000175

Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois

**SAMSARA-
C**

GENERAL INSTRUCTIONS

You have been identified by the Settlement Administrator as a Settlement Class Member and are included in the Settlement if (a) you 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; or (b) are an Illinois resident not included in (a) who operated a vehicle between December 16, 2016 and [date of entry of the preliminary approval order] outside Illinois that was equipped with a dual-facing Samsara Dash Cam. You may submit a claim for a Settlement benefit, outlined below.

Please refer to the Long Form Notice posted on the Settlement Website www.dashcamsettlement.com, for more information on submitting a Claim Form and if you are part of the Settlement Class.

To receive a Settlement benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.dashcamsettlement.com by <<Claim Form Deadline>>.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Dash Cam Settlement
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

You may submit a claim for one or more of the following benefits:

Settlement Payments. If you are eligible, you can file a claim to receive a Settlement Payment. The amount of such payment is unknown at this time and will depend upon the number of Approved Claims submitted. This would be an equal share of a \$3,950,000 Settlement Fund that Samsara has agreed to create, after the payment of Settlement Administration Expenses, the cost of providing other Settlement benefits, attorneys' fees, and any Incentive Award for the Class Representative in the State Action approved by the Court.

Privacy Protection. Each Settlement Class Member who submits an Approved Claim will be eligible to initiate one (1) free year of Privacy Shield data privacy protection, a service designed to promote privacy and anonymity.

Questions? Go to www.dashcamsettlement.com or call (XXX) XXX-XXXX.

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Page 1 of 3

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I. PAYMENT SELECTION

If you would like to elect to receive your cash payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address (optional): _____ @ _____ .com

Telephone Number: (_____) _____ - _____

III. PROOF OF SETTLEMENT CLASS MEMBERSHIP

You must complete either (1) or (2) below:

(1) If you received a postcard notice with an assigned Claim ID number, write it here:

Claim ID: 0 0 0 0 0 _____

(2) If you do not have a Claim ID number, but believe that you are a settlement class member, please provide the following information below:

The name of the company or companies for which you were employed or working as an independent contractor when you operated a vehicle that was equipped with a Samsara dual-facing Dash Cam and the approximate date(s) that you operated that vehicle.

Questions? Go to www.dashcamsettlement.com or call (XXX) XXX-XXXX.

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IV. SETTLEMENT PAYMENT

By checking the below box, I choose a payment, the amount of which is unknown at this time and could be more or less depending on the number of Approved Claims submitted.

☐ Yes, I choose a Settlement Payment.

Settlement Payments would be an equal share of a \$3,950,000 Settlement Fund that Samsara has agreed to create, after the payment of Settlement Administration Expenses, the cost of providing other Settlement benefits, attorneys’ fees, and any Incentive Award for the Class Representative in the State Action approved by the Court.

IN ADDITION TO THE CASH PAYMENT, YOU MAY ALSO SELECT THE SETTLEMENT BENEFIT BELOW

V. PRIVACY SHIELD

☐ One (1) free year of Privacy Shield

Check the box above if you wish to receive, in addition to electing compensation for cash payment. Each Settlement Class Member who submits a valid Claim form will be eligible to initiate one (1) free year of Privacy Shield data privacy protection, a service designed to promote privacy and anonymity. **You may also select a Settlement Payment.**

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

_____/_____/_____
Date

Print Name

Questions? Go to www.dashcamsettlement.com or call (XXX) XXX-XXXX.

EXHIBIT B

**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

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiff David Karling’s Motion for Final Approval of Class Action Settlement (the “Motion”) and Plaintiff’s Motion and Memorandum of Law for Attorneys’ Fees, Expenses, and Incentive Award, due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment (the “Final Approval Order”) shall have the same meaning as ascribed to them in the Settlement Agreement and Release (“Settlement Agreement”) between Plaintiff David Karling (“Plaintiff”), for himself individually and on behalf of the Settlement Class, and Defendant Samsara Inc. (“Samsara” or “Defendant”). Plaintiff and Defendant are each referred to as a “Party” and are collectively referred to as the “Parties.”

2. This Court has jurisdiction over the subject matter of the State Action and personal jurisdiction over all parties to the State Action, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated _____, 2025. At that time, the Court preliminarily certified a class of the following individuals:

(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 [date of entry of the preliminary approval order] 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.

Under 735 ILCS §§ 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the Settlement Class.

4. The Court has read and considered the papers filed in support of this Motion for entry of the Final Approval Order, including the Settlement Agreement and Exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on _____, 2025, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives final approval of the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, was entered into in good faith, and is in the best interests of the Settlement Class in light of the complexity, expense, and duration of the litigation and the risks involved in establishing

liability and damages in maintaining the class action through trial and appeal. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arm's-length negotiations between experienced attorneys familiar with the legal and factual issues of this case, further support this finding.

7. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims against the Released Parties. The Court finds that the consideration to be paid to Settlement Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Litigation and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

8. The persons who are listed on Exhibit 1 to this Order have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Approval Order.

9. For settlement purposes only, the Court confirms the appointment of Plaintiff David Karling as Class Representative of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

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

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of the Litigation.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances; was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and their rights to object to or exclude themselves from the Settlement Class and to appear at the Final Approval Hearing; was reasonable, and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and fully satisfied the requirements of 735 ILCS § 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement.

14. The Court dismisses the State Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement).

15. In this Order:

a. “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, that arise out of or relate in any way to video, images, or other data that were captured by a Samsara Dash Cam, including but not limited to video, images, or other data that were processed by the Samsara Camera ID feature, and including but not limited to claims asserting violations of BIPA, any federal or state laws similar to BIPA, or enactment of any other statutory, regulatory or common law claim arising thereunder, and including but not limited to all claims that were asserted or could have been asserted in the Litigation, as of the date of the preliminary approval.

b. “Released Parties” means Defendant and each of its respective past, present, and future direct and indirect parents, subsidiaries, members, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of the past, present, and future directors, officers, managers, employees, contractors, general partners, limited partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, customers, insurers, reinsurers, shareholders, attorneys, accountants, advisors, consultants, assignors, assignees, representatives, fiduciaries, predecessors, successors, divisions, joint ventures, or related entities of those companies.

c. “Releasing Parties” means Plaintiff and the Settlement Class Members (whether or not such Class Members submit Claim Forms), and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, agents, and employees (each solely in their respective capacity as such), and all those who claim through them or who assert the Released Claims (or could assert such Released Claims) on their behalf.

16. Upon the Effective Date, the Releasing Parties shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged any and all Released Claims against the Released Parties, or any of them.

17. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing,

prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

19. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$_____. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the risks undertaken, work invested, and results achieved by Class Counsel. Third, the Court concludes that the Settlement was negotiated in good faith at arm's-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award up to this amount.

20. The Court approves an incentive award in the amount of _____ for the Class Representative, and specifically finds such amounts to be reasonable in light of the services performed by Plaintiff for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. To the extent a *cy pres* award is made pursuant to the Settlement Agreement, such award will be distributed as follows: _____.

22. Neither this Final Approval Order, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Approval Order is not a finding of the validity or invalidity of any claims in the Litigation or a determination of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval Order approving the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or Defendant.

23. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order.

24. The Parties, without further approval from the Court, are hereby permitted 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) so long as they are consistent in all material respects with this Final Approval Order and do not limit the rights of the Settlement Class Members.

25. Without affecting the finality of this Final Approval Order for purposes of appeal, the Court retains jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose.

IT IS SO ORDERED.

ENTERED: _____

Hon. Ronald Barch

EXHIBIT C

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

YOU MAY BE ENTITLED TO
A CASH PAYMENT AND
OTHER RELIEF FROM A
CLASS ACTION
SETTLEMENT IF YOU
OPERATED A VEHICLE IN
ILLINOIS THAT WAS
EQUIPPED WITH A
SAMSARA DASH CAMERA
BETWEEN DECEMBER 16,
2016 AND [DATE OF
PRELIMINARY APPROVAL]

For more information, visit
www.dashcamsettlement.com or call
toll-free (XXX) XXX-XXXX

Dash Cam Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 0000
New York, NY 10150-0000

First-Class
Mail
US Postage
Paid
Permit #



Postal Service: Please do not mark barcode

Claim ID #: <RefID> «MailRec»

«First1» «Last1»
«CO»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

<Barcode>

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED AND SIGNED. If accepted, you will be mailed a check for a *pro rata* share depending on the number of valid Claim Forms received. We encourage you to submit a claim online at www.dashcamsettlement.com. It's faster, offers an e-payment option and it's free.

Instructions: Fill out each section of this form and sign where indicated. You will find your assigned Claim ID # at the top of this postcard Notice.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

My assigned Claim ID number is: _____

Settlement Payment: You must provide the name of the company or companies for which you were employed or worked for as an independent contractor while operating a commercial vehicle within the State of Illinois between December 16, 2016 and [date of preliminary approval] that was equipped with a Samsara dual-facing Dash Cam:

_____ Date that you operated that vehicle: ____/____/____

☐ **Privacy Shield:** Check this box if you want to receive one (1) free year of Privacy Shield data privacy protection

Settlement Class Member Verification: By submitting this Claim Form, I declare that I am a member of the Settlement Class and that the information above is true and correct:

Signature: _____ Date: ____/____/____

Print Name: _____

Questions? Visit www.dashcamsettlement.com or call toll-free (XXX) XXX-XXXX.

This Notice is to inform you that a proposed Settlement has been reached in a class action lawsuit against Samsara Inc. (“Samsara” or “Defendant”), which sells dual-facing dashboard cameras (“Dash Cams”) and licenses facial recognition software to customers. The lawsuit alleges that through the operation of the Dash Cams, including a feature called Camera ID, Samsara violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) by allegedly collecting, storing, using, and disclosing individuals’ biometric data without complying with the law’s requirements. The case is *Karling v. Samsara Inc.*, Case No. 2025-LA-0000175, currently pending in the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois. The proposed Settlement is not an admission of wrongdoing by Samsara. Samsara denies that it violated the law. The Court has not decided who is right or wrong.

Why Am I Being Contacted? Our records indicate that you may have operated a vehicle in Illinois between December 16, 2016 and [date of preliminary approval] that was equipped with a Samsara Dash Cam. You therefore may be eligible to receive a cash payment and other benefits from this Settlement.

What Does The Settlement Provide? If you’re eligible and the Court approves the Settlement, you can file a claim to receive a Settlement Payment. The amount of the payment is unknown and will depend on the number of Approved Claims submitted. The amount would be an equal share of a \$3,950,000 Settlement Fund that Samsara has agreed to create, after any Court-approved payment of Settlement Administration Expenses, the costs of providing other Settlement benefits, attorneys’ fees, and an Incentive Award. Settlement Class Members who submit an Approved Claim will also be eligible to initiate one (1) free year of Privacy Shield, a product designed to promote privacy and anonymity.

To activate this service, enter the following code at [URL]: Privacy Shield Code: <Insert Code>

How Do I Get My Payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, www.dashcamsettlement.com, and submit a Claim Form online. You can also call [toll-free number] to request a paper copy of the Claim Form. *All Claim Forms must be postmarked or submitted online by [Claims Deadline].*

What are My Options? You can do nothing, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won’t be able to sue Samsara or certain related companies and individuals in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won’t get a payment or other settlement benefit but you’ll keep your right to sue Samsara on the issues the Settlement concerns. You must contact the settlement administrator by mail or e-mail to exclude yourself. You can also object to the Settlement if you disagree with any of its terms. All requests for exclusion and objections must be received by [Objection/Exclusion Deadline].

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firms Lief Cabraser Heimann & Bernstein LLP and Milberg Coleman Bryson Phillips Grossman, LLC as “Class Counsel.” They represent you and other Settlement Class Members. Class Counsel will request to be paid from the Settlement Fund. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees. The Court has also chosen David Karling as Class Representative to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a Final Approval Hearing on [date] at [time] before the Honorable Ronald Barch in [insert location]. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel’s request for fees and expenses (“Fee Award”) of no more than one-third of the total value of the Settlement Fund (\$2,500,000) and an Incentive Award of \$5,000, which will be available on the Settlement Website.



Dash Cam Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 0000
New York, NY 10150-0000

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Karling v. Samsara Inc., Case No. 2025-LA-0000175
(Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois)

*For more information, visit www.dashcamsettlement.com.
Para informacion en Espanol, visitar www.dashcamsettlement.com.*

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU OPERATED A VEHICLE IN ILLINOIS THAT WAS EQUIPPED WITH A SAMSARA DASH CAMERA BETWEEN DECEMBER 16, 2016 AND [DATE OF PRELIMINARY APPROVAL] OR ARE AN ILLINOIS RESIDENT WHO OPERATED SUCH A VEHICLE OUTSIDE ILLINOIS

A state court authorized this notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

- A Settlement has been reached in a class action lawsuit against Samsara Inc. (“Samsara” or “Defendant”), which provided customers with dual-facing dashboard cameras (“Dash Cams”) and the ability to enable a feature known as “Camera ID.”
- The lawsuit alleges that through the operation of the Dash Cams, including a feature called Camera ID, Samsara violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) by allegedly collecting, storing, using, and disclosing individuals’ biometric data without complying with the law’s requirements.
- The case is *Karling v. Samsara Inc.*, Case No. 2025-LA-0000175, currently pending in the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois. The proposed Settlement is not an admission of wrongdoing by Samsara. Samsara denies that it violated the law. The Court has not decided who is right or wrong. Rather, to avoid the time, expense, and uncertainty of litigation, the Parties have agreed to settle the lawsuit. The Settlement has been preliminarily approved by a court in Winnebago County, Illinois.
- You are included in the Settlement if (a) you 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; or (b) you are an Illinois resident not included in (a) who operated a vehicle between December 16, 2016 and [date of entry of the preliminary approval order] outside Illinois that was equipped with a dual-facing Samsara Dash Cam.
- If the Court approves the Settlement, members of the Settlement Class who submit valid claims will receive an equal, or *pro rata*, share of a \$3,950,000 settlement fund that Samsara has agreed to establish after deduction of attorney’s fees, costs, incentive awards, settlement administration expenses, and the costs of the privacy protection benefit. Members of the Settlement Class will also be eligible to enroll in one year of Privacy Shield, a service

By Order of: Hon. Ronald Barch Circuit Court of the 17th Judicial Circuit, Winnebago County, Illinois
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QUESTIONS? VISIT www.dashcamsettlement.com OR CALL TOLL FREE 1-999-999-9999

designed to promote privacy and anonymity. The Postcard Notice provided directly to Settlement Class Members includes an enrollment code allowing Settlement Class Members to automatically enroll with Privacy Shield.

- The amount of the settlement payments is unknown and will depend upon the number of valid claim forms submitted.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
DO NOTHING	You will receive no payment under the Settlement and give up your rights to sue Samsara about the issues in this case.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have to sue Samsara about the issues in this case. (You may not exclude yourself and also submit a claim form).
OBJECT	Write to the Court explaining why you don't like the Settlement. (You may object and also submit a claim form).
ATTEND A HEARING	If you file a written objection, you may also ask to speak in Court about the fairness of the Settlement.

These rights and options—and the deadlines to exercise them—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

BASIC INFORMATION

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS § 14/1, *et seq.*, prohibits private companies from collecting, capturing, obtaining, or possessing the biometric identifiers and/or information of an individual without complying with the requirements of the statute. The lawsuit alleges Samsara violated BIPA by allegedly collecting, capturing, obtaining, using, storing, and disclosing individuals’ biometric data when its customers use Samsara Dash Cams, without complying with the statute. Samsara contests these claims and denies that it violated BIPA or committed any other wrongdoing and denies that Plaintiff or the putative class members are entitled to recover anything from Samsara.

By Order of: Hon. Ronald Barch Circuit Court of the 17th Judicial Circuit, Winnebago County, Illinois
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QUESTIONS? VISIT www.dashcamsettlement.com OR CALL TOLL FREE 1-999-999-9999

More information about the lawsuit can be found in the “Court Documents” section of the settlement website at www.dashcamsettlement.com.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” Once a Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims in the case against Defendant and its affiliated entities and individuals. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, the cost of providing other settlement benefits, attorneys’ fees and costs to Class Counsel, and an incentive award to the Class Representative, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has preliminarily certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to submit a Claim Form to receive the relief offered by the Settlement. If the Court does not enter a Final Approval Order approving the Settlement, or if the Settlement Agreement is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if (a) you 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; or (b) you are an Illinois resident not included in (a) who operated a vehicle between December 16, 2016 and [date of entry of the preliminary approval order] 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 parent has 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.

THE SETTLEMENT BENEFITS

By Order of: Hon. Ronald Barch Circuit Court of the 17th Judicial Circuit, Winnebago County, Illinois
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QUESTIONS? VISIT www.dashcamsettlement.com OR CALL TOLL FREE 1-999-999-9999

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. If you're eligible, you can file a claim to receive a cash payment. The amount of such payment is currently unknown and will depend upon the number of valid Claim Forms submitted. This would be an equal share of a \$3,950,000 fund that Samsara has agreed to create, after the payment of settlement expenses, the cost of providing other settlement benefits, attorneys' fees, and any incentive award for the named plaintiff in the litigation approved by the Court.

Privacy Protection. Each Settlement Class Member who submits a Valid Claim form will be eligible to initiate one free year of Privacy Shield data privacy protection, a service designed to promote privacy and anonymity. The Postcard Notice provided directly to Settlement Class Members includes an enrollment code allowing Settlement Class Members to automatically enroll with Privacy Shield.

HOW TO GET BENEFITS

HOW DO I GET A PAYMENT?

If you are a Settlement Class member and you want to get settlement benefits, you must complete and submit a valid Claim Form by [CLAIMS DEADLINE]. An online Claim Form is available on this website and can be filled out and submitted online. You can also get a paper Claim Form by calling [toll-free number]. We encourage you to submit a claim online at www.dashcamsettlement.com. It's faster, and it's free.

The Claim Form requires you to provide the following information: (i) your full name, (ii) your current U.S. Mail address, (iii) the name of the company or companies for which you were employed or working as an independent contractor when you operated a vehicle that was equipped with a Samsara dual-facing Dash Cam; and (iv) the approximate date(s) that you operated that vehicle.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant or certain related entities and individuals relating to the alleged collection, use, storage, and disclosure of your biometric data. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, Settlement Class members whose claims were approved by the Settlement Administrator will be sent a check or potentially an electronic payment. Please be patient. All checks will expire and become void 120 days after they are issued. Uncashed checks will be donated to a not-for-profit entity agreed to by the Parties and approved by the Court, or such other organization as the

Court may order consistent with the Illinois statutory requirements for *cy pres* recipients.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER?

Yes, the Court has appointed lawyers Jason L. Lichtman, Sean A. Petterson, and Muriel Kenfield-Kelleher of Lieff Cabraser Heimann & Bernstein LLP, and Gary M. Klinger and Alexander E. Wolf of Milberg Coleman Bryson Phillips Grossman, LLC, to represent you and other Class Members. These attorneys are called “Class Counsel.” In addition, the Court appointed Plaintiff David Karling to serve as the Class Representative. He is a Class Member like you. Class Counsel can be reached by phone or email using the contact information set forth in the “Who Represents the Class” section below.

SHOULD I GET MY OWN LAWYER?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you want your own lawyer, you will have to pay that lawyer.

HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for attorneys’ fees in an amount not to exceed \$2,500,000, which is one-third of the total value of the settlement (at least \$7,500,000) plus expenses, and will also request an incentive award of \$5,000.00 for the Class Representative from the Settlement Fund. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

WHAT ARE MY OPTIONS?

(1) File a claim.

To receive a payment, you must submit a Claim Form by [CLAIMS DEADLINE]. You may obtain a copy of the Claim Form at www.dashcamsettlement.com, and you may submit your Claim Form online at the same website, or by U.S. Mail to the Settlement Administrator at _____. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement, and is the only thing you need to do to receive a payment.***

(2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. All exclusion requests 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

By Order of: Hon. Ronald Barch Circuit Court of the 17th Judicial Circuit, Winnebago County, Illinois

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QUESTIONS? VISIT www.dashcamsettlement.com OR CALL TOLL FREE 1-999-999-9999

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.” You must mail or e-mail your exclusion request no later than [Objection / Exclusion deadline] to:

Karling v. Samsara Inc. Settlement Administrator
P.O. Box 0000
City, ST 00000-0000
[E-MAIL ADDRESS]

No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must file a letter or brief in writing with the Clerk of the Court of the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois, [insert court address]. The objection must be received by the Court no later than [Objection/Exclusion Deadline]. You must also send a copy of your objection by email to the attorneys for all Parties to the lawsuit, including Class Counsel Jason L. Lichtman, jlichtman@lchb.com, Sean A. Petterson, spetterson@lchb.com, and Gary M. Klinger, gklinger@milberg.com, and Defendant’s Counsel, David Layden, dlayden@jenner.com, and Caroline Meneau, cmeneau@jenner.com, no later than [Objection/Exclusion Deadline].

Any objection to the proposed Settlement 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). If you hire an attorney in connection with making an objection, that attorney must also file with the court a notice of appearance by the objection deadline of [Objection/Exclusion Deadline]. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

Class Counsel will file with the Court and post on the settlement website its request for attorneys’ fees and incentive awards on [21 days before Objection / Exclusion deadline].

By Order of: Hon. Ronald Barch Circuit Court of the 17th Judicial Circuit, Winnebago County, Illinois
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QUESTIONS? VISIT www.dashcamsettlement.com OR CALL TOLL FREE 1-999-999-9999

You may appear at the Final Approval Hearing, which will be held on _____, 2025 at _____ in Courtroom [_____] of the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois, [insert court address], 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 entry of the Final Approval Order, the request for attorneys' fees and expenses, and/or the request for incentive award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against Defendant or other Released Parties regarding any of the Released Claims. *Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.*

To submit a Claim Form, or for information on how to request exclusion from the class or file an objection, please visit the Settlement Website, www.dashcamsettlement.com, or call (XXX) XXX-XXXX.

THE COURT'S FINAL APPROVAL HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Final Approval Hearing at [time] on [date] before the Honorable Ronald Barch in Room [_____] of [insert courthouse name and address]. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class; and whether it was made in good faith. **At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.**

Note: The date and time of the fairness hearing are subject to change by Court Order, and the hearing may be conducted remotely. Any changes will be posted at the settlement website, www.dashcamsettlement.com.

DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions the Court may have. You are, however, welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

MAY I SPEAK AT THE HEARING?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection and intend to appear at

By Order of: Hon. Ronald Barch Circuit Court of the 17th Judicial Circuit, Winnebago County, Illinois
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QUESTIONS? VISIT www.dashcamsettlement.com OR CALL TOLL FREE 1-999-999-9999

the hearing, you must state your intention to do so in your objection.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

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

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

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.dashcamsettlement.com. If you have any questions, you can also call the Settlement Administrator at XXXXXXXX or Class Counsel at the number or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH
QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

EXHIBIT E

You may be entitled to a cash payment and other relief from a class action settlement if you operated a vehicle in Illinois between December 16, 2016 and [preliminary approval] that was equipped with a Samsara Dash Camera or are an Illinois resident who operated a vehicle outside Illinois

COURT AUTHORIZED NOTICE OF CLASS ACTION

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit against Samsara Inc. (“Samsara” or “Defendant”), which provided customers with dual-facing dashboard cameras (“Dash Cams”) and the ability to enable a feature known as “Camera ID.” The lawsuit alleges that through the operation of the Dash Cams, including a feature called Camera ID, Samsara violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) by allegedly collecting, storing, using, and disclosing individuals’ biometric data without complying with the law’s requirements. The case is *Karling v. Samsara Inc.*, Case No. 2025-LA-0000175, currently pending in the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois. The proposed Settlement is not an admission of wrongdoing by Samsara. Samsara denies that it violated the law. The Court has not decided who is right or wrong.

Am I a Part of the Settlement? You are included in the Settlement if (a) you 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; or (b) you are an Illinois resident not included in (a) who operated a vehicle between December 16, 2016 and [date of entry of the preliminary approval order] outside Illinois that was equipped with a dual-facing Samsara Dash Cam. If so, you are eligible to submit a claim to receive cash and other benefits from this Settlement. More information about this Settlement is available online in the detailed web notice at [www.\[website\].com](http://www.[website].com).

What Does The Settlement Provide? If you’re eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The amount of such payment is currently unknown and will depend upon the number of valid claims submitted. This amount would be an equal share of a \$3,950,000 fund that Samsara has agreed to create, after the payment of settlement expenses, the cost of providing settlement benefits, attorneys’ fees, and any incentive award in the litigation approved by the Court. Members of the Settlement Class who submit a valid claim will also be eligible to initiate one free year of Privacy Shield, a service designed to promote privacy and anonymity, through an enrollment code provided on the Postcard Notice provided to Settlement Class Members.

How Do I Get My Payment? Visit the Settlement Website, www.dashcamsettlement.com, and submit a Claim Form online. You can also call [toll-free number] to request a paper copy of the Claim Form. ***All Claim Forms must be postmarked or submitted online by [Claims Deadline].***

What are My Options? You can do nothing, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won’t be able to sue Samsara in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won’t get a payment but you’ll keep your right to sue Samsara on the issues the settlement concerns. You must contact the settlement administrator by mail or e-mail to exclude yourself. You can also object to the settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be received by **[Objection/Exclusion Deadline]**.

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firms Lieff Cabraser Heimann & Bernstein LLP and Milberg Coleman Bryson Phillips Grossman, LLC as “Class Counsel.” They represent you and other settlement class members. The lawyers will request to be paid from the total amount that Samsara paid into the Settlement Fund. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees. The Court has also chosen David Karling—a class member like you—to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Honorable Ronald Barch in Room ____ at [insert name of courthouse and address]. The Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of no more than \$2,500,000, which is one-third of the total settlement value (at least \$7,500,000) and an incentive award of \$5,000.00. Class Counsel’s request will be available on the Settlement Website.

Where Can I Get More Information? This notice is only a summary. For more information, visit:
www.dashcamsettlement.com

EXHIBIT F

**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

[PROPOSED] 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 [date of entry of the preliminary approval order] 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 _____, 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 _____, **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 _____, **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 _____, **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 _____, **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:

Class Counsel:	Defendant's 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 jlichtman@lchb.com spetterson@lchb.com mkenfieldkelleher@lchb.com 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	David C. Layden Carolyn L. Meneau Elena M. Olivieri Jenner & Block LLP 353 N. Clark Street Chicago, IL 60654 dlayden@jenner.com cmeneau@jenner.com eolivieri@jenner.com

Settlement Administrator: _____ P.O. Box _____ _____ _____ [e-mail address]	Clerk of Court:
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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 _____, **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 _____, **2025** at _____ **a.m/p.m.** in Courtroom ____ of [insert courthouse name and address] (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:

Notice to be completed by: _____, 2025

Fee Award Application: _____, 2025

Objection/Exclusion Deadline: _____, 2025

Claims Deadline: _____, 2025

Final Approval Motion: _____, 2025

Final Approval Hearing: _____, 2025 at _____

IT IS SO ORDERED.

ENTERED: _____

Hon. Ronald Barch