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FILED
Superior Court of California
County of Los Angeles
10/18/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: N. Navarro Deputy

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

16 JONATHAN GIANNOULIS, et al.

17 Plaintiff

19 v.

21 DIRECTV, LLC,

22 Defendant

Case No. BC596668

CLASS ACTION

[Assigned for all purposes to The Honorable
Maren E. Nelson, Spring Street Dept. 17]

[PROPOSED] JUDGMENT

Dept: Spring Street Dept. 17
Judge: Hon. Maren Nelson

Action Filed: October 1, 2015
Trial Date: N/A

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JUDGMENT

In this action, Plaintiffs assert wage and hour claims on behalf of a class, and claims on behalf of aggrieved employees under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”). The parties settled the case, and the operative settlement agreement is attached as Exhibit A to the Second Supplemental Declaration of George A. Hanson filed on May 6, 2022 (the “Settlement Agreement” or “SA”).

On May 11, 2022, this Court granted preliminary approval of the Settlement Agreement and set a hearing for final approval of the settlement for October 6, 2022. No objections to the settlement were received either at or before the October 6 hearing. The Court then granted final approval of the settlement (the “Final Approval Order”).

In accordance with the Final Approval Order, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. This Judgment is entered in accordance with the Settlement Agreement and the Final Approval Order; the terms of both the Settlement Agreement and the Final Approval Order are incorporated into this Judgment.

2. All capitalized terms in this Order that are not otherwise defined in this Order shall have the same meaning as defined in the Settlement Agreement.

3. As provided in the Settlement Agreement, there are two settlement classes:

“Settlement Group Members” is defined as all current, former, or prospective workers who were assigned a Technician ID number in the Siebel system, and who installed, serviced, and/or repaired DIRECTV systems in the State of California but were not classified by DIRECTV or any Home Service Provider as W-2 employees during the Covered Period—excluding individuals who (1) performed work through White Communications, LLC, but only during the time they were performing such work; or (2) had claims against DIRECTV pending in the United States District Court for the Central District of California as of August 13, 2020. The “Covered Period” is the time between October 1, 2011, to the date the Court preliminarily approves this Settlement [May 11, 2022]. (SA ¶¶ 4 & 18.)

and

“PAGA Settlement Group Members” is defined as all Settlement Group Members who performed one or more DIRECTV work orders during the PAGA Covered Period while not classified as a W-2 employee while performing such work order(s). The “PAGA

1 Covered Period” means the time between October 20, 2014, to the
2 date the Court preliminarily approved this Settlement [May 11,
2022]. (SA ¶ 13)

3 4. Plaintiffs and the members of the settlement classes shall take from their
4 Complaint only the relief set forth in (a) the Settlement Agreement and (b) the Final Approval
5 Order.

6 5. As of the Effective Date, Plaintiffs and the Settlement Group Members are deemed
7 to have granted Defendant and the Released Parties the following release provided in the
8 Settlement Agreement:

9 As of the Effective Date of the Settlement, Plaintiffs Giannoulis
10 and Allen, on behalf of all other Settlement Group Members, fully
11 release and discharge Defendant and any of its former, present or
12 future parents, subsidiaries, affiliates, partners, officers, directors,
13 managers, agents, shareholders, and the predecessors and
14 successors, assigns, and legal representatives of all such entities
15 and individuals (“Released Parties”) of any and all known and
16 unknown claims as alleged in, and that could have been alleged
17 based on the facts of, the operative complaint. This includes, but
18 is not limited to statutory, constitutional, contractual or common
19 law claims for wages, damages, unpaid costs or expenses, penalties,
20 liquidated damages, punitive damages, interest, attorneys’ fees,
21 litigation costs, restitution, or equitable relief, arising out of or
22 based upon the following categories of allegations, to the fullest
23 extent such claims are releasable by law: (a) all claims for failure
24 to pay wages, including overtime premium pay and the minimum
25 wage that could have been alleged based on the facts set forth in
26 the operative Complaint; (b) all claims for the failure to provide
27 meal and/or rest periods in accordance with applicable law,
28 including payments for missed meal and/or rest periods and alleged
non-payment of wages for meal periods worked and not taken, that
could have been alleged based on the facts set forth in the operative
Complaint; (c) all claims for independent contractor
misclassification that could have been alleged based on the facts set
forth in the operative Complaint; and (d) any and all claims for
recordkeeping or pay stub violations, failure to reimburse
necessary business expenses, waiting time penalties, and all other
civil and statutory penalties. The released claims include without
limitation claims meeting the above definition(s) under any and all
applicable statutes, including without limitation any provision of
the California Labor Code; California Bus. & Prof. Code §§ 17200
et seq.; and any provision of the applicable California Industrial
Welfare Commission Wage Orders, to the extent they were or could
have been alleged based on the facts set forth in the operative
Complaint. For the avoidance of doubt, the scope of the Settlement
Group Member Release extends to but is limited to those claims
that were or could have been alleged based on the facts set forth in
the operative Complaint. (SA ¶ 32)

1 6. As of the Effective Date, the State of California is deemed to have provided
2 Defendant and the Released Parties the following release provided in the Settlement Agreement:

3 As of the Effective Date of the Settlement, and in consideration of
4 the PAGA Settlement Amount, Plaintiff Giannoulis—on behalf of
5 the State of California, the LWDA, and the PAGA Settlement
6 Group Members—fully releases and discharges Defendant and the
7 Released Parties of all claims as alleged in (1) Giannoulis’s PAGA
8 Notice Letter, filed with the LWDA on September 9, 2015 (Case
9 No. LWDA-CM-302134-17) and attached [to the Settlement
10 Agreement] as Exhibit 2; and (2) his Renewed PAGA Notice
11 Letter, filed with the LWDA on March 17, 2016 (Case No. LWDA-
12 CM-297464-17) and attached [to the Settlement Agreement] as
13 Exhibit 3; that arose during the PAGA Covered Period. For the
14 avoidance of doubt, the scope of California’s PAGA Release is
15 limited to those claims disclosed in these PAGA Notice Letters.
16 (SA ¶ 33)

17 7. Pursuant to California Rules of Court Rule 3.771(b), Class Counsel shall provide
18 notice of the Final Approval Order and this Judgment to the Settlement Group Members by
19 posting a copy of the Final Approval Order and Judgment on the Settlement Administrator’s
20 website for at least one hundred and forty (140) calendar days after the date of this Judgment.
21 Individualized notice to each of the Settlement Group Members is not required.

22 8. Pursuant to Labor Code § 2699(1)(3), Class Counsel shall submit the Final
23 Approval Order and this Judgment to the California Labor and Workforce Development Agency
24 within ten (10) days after the date of this Judgment.

25 9. Pursuant to California Rules of Court Rule 3.769(h), this Court retains jurisdiction
26 over the parties to enforce the terms of the Settlement Agreement, the Final Approval Order, and
27 this Judgment.

28 Dated: 10/18/2022



THE HONORABLE MAREN NELSON
Judge of the Superior Court