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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 JONATHAN GIANNOULIS, et al.
18 Plaintiff

19
20 v.

21
22 DIRECTV, LLC,
23 Defendant

Case No. BC596668

DECLARATION OF DESHON R. ALLEN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND FOR CERTIFICATION OF SETTLEMENT CLASS

[Documents Filed Concurrently Herewith / Attached]

Date: April 25, 2022
Time: 9:00 a.m.
Courtroom: Spring Street Dept. 17
Judge: Hon. Maren Nelson

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

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1 **DECLARATION OF DESHON R. ALLEN**

2 I, Deshon R. Allen, hereby declare and state as follows:

3 1. I am one of the named plaintiffs in this action. I make this declaration in support of
4 Plaintiffs' Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement
5 and for Certification of Settlement Class. Unless stated otherwise, I have personal knowledge of
6 the facts stated in this declaration and if called to testify could and would testify competently to
7 them.

8 2. I was a technician performing DIRECTV work orders in California in 2014 and
9 2015, working through the contracting company Satellite Pros.

10 3. I was issued a DIRECTV Tech ID numbers through Satellite Pros so that I could
11 work on DIRECTV work orders.

12 4. The way in which I received my DIRECTV work orders through Satellite Pros was
13 basically the same process throughout my tenure.

14 5. Throughout my time as a technician installing DIRECTV systems, DIRECTV
15 supervisors and DIRECTV training videos reiterated that I was the "face of DIRECTV." They
16 reminded me that that I had to follow DIRECTV's requirements and make sure the DIRECTV
17 customer was left with a positive feeling about DIRECTV.

18 6. To the extent there were changes in my major work responsibilities over time, these
19 were changes that came from DIRECTV.

20 7. While working through Satellite Pros, I performed only DIRECTV work orders.

21 8. While working through Satellite Pros to perform DIRECTV work orders, I knew
22 from my DIRECTV training that other technicians were performing the same type of work, under
23 the same requirements, as I was for different contracting companies throughout the State of
24 California.

25 9. My job as a technician installing DIRECTV systems forced me to spend time on
26 all sorts of responsibilities that took time out of each day but I was not paid for. For example, my
27 job required me to, without pay, drive to each job assignment, look over and map out the day's
28 work orders, call customers ahead of time to confirm they would actually be at their home when

1 the job was scheduled, gather, track, and load necessary supplies and equipment, drive to attend
2 mandatory training sessions and mandatory meetings, sit and wait for thirty minutes for customers
3 to return home and then leave a door tag if they did not show up for the scheduled job, wait for
4 permission from DIRECTV before cancelling a work order or placing it on hold, helped other
5 technicians with their work orders or drove needed equipment to them at their job site, and worked
6 on “rollback” jobs that required me to go back and do additional work on a work order that I had
7 already closed, but this time was without any additional pay. If for whatever reason a job was
8 canceled, the time I spent working on that job resulted in zero pay. Based on my own observations,
9 and what I have learned in this lawsuit, these all of the DIRECTV technicians working through
10 contracting companies like me were subject to these conditions.

11 10.

12 11. I was not classified or paid as an “employee” by DIRECTV or Satellite Pros for
13 this work. I was paid only a piece-rate amount for certain work order I performed and was never
14 paid overtime. I was not paid for all hours worked. I was not provided paid rest periods. I was not
15 provided meal breaks. DIRECTV frequently issued chargebacks on my pay. I paid significant
16 amounts to cover necessary business expenses to perform DIRECTV work which were not
17 reimbursed. And I was not issued accurate wage statements that complied with California law.

18 12. I joined this action to hold DIRECTV to account for treating me and all other
19 technicians like me so poorly.

20 13. I understand that as a class representative, I am fighting for other technicians like
21 me who performed DIRECTV work but were not classified and paid as California law requires
22 employees to be paid. I understand that this is an important responsibility because the outcome of
23 this case can affect all the other technicians in my situation.

24 14. When I started this case, I understood that serving as a class representative could
25 be a substantial burden, that I must assist counsel in prosecuting the action on behalf of the class,
26 and that I have to put the interests of the other technicians as a whole ahead of my own personal
27 interests.

1 15. To that end, I have been actively involved in this litigation for its entire duration. I
2 am regularly in contact with my counsel regarding this case. I reviewed the Complaint, and I have
3 been participating in discovery and strategy decisions, and I will continue to represent the interests
4 of absent class members to the best of my ability.

5 16. I understand that all the DIRECTV technicians who received work orders through
6 the same computer system as I did, and who worked for contracting companies like me, were
7 subject to the same contractual provisions and requirements as I was. I also understand that we
8 were all subject to the same business practices and requirements of DIRECTV raised by this
9 lawsuit.

10 17. My statements about performing DIRECTV work orders are true of the other
11 DIRECTV technicians who worked through contracting companies even if they performed
12 DIRECTV work orders either before or after my tenure of performing DIRECTV work orders.
13 This is true based on my own observations and what I have learned during this lawsuit.

14 18. I know of no interests that I have that are in conflict with the interests of the other
15 technicians as a class.

16 19. I have no interest or involvement in governance or work of Legal Aid at Work.

17
18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct.

20
21 Date: 3/30/2022


22 _____
23 Deshon R. Allen