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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

20 v.

22 DIRECTV, LLC,

23 Defendant

Case No. BC596668

**DECLARATION OF JONATHAN
 GIANNOULIS 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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DECLARATION OF JONATHAN GIANNOULIS

I, Jonathan Giannoulis, hereby declare and state as follows:

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

2. I was a technician performing DIRECTV work orders in California in 2014 and 2015, working through two separate contracting companies: Next Level; and 360 Construction & Wiring.

3. I was issued DIRECTV Tech ID numbers through these Contracting Companies so that I could work on DIRECTV work orders.

4. The way in which I received my DIRECTV work orders through the two separate Contracting Companies was basically the same process.

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

6. Regardless of which Contracting Company I worked for, my work and responsibilities were not different in any significant way from one company to the next. To the extent there were changes in my major work responsibilities over time, these were changes that came from DIRECTV.

7. While working through Next Level and 360 Construction and Wiring, I performed only DIRECTV work orders, and I often worked overtime hours and expended significant amounts of money on necessary business expenses that were never reimbursed.

8. While working through Next Level and 360 Construction and Wiring to perform DIRECTV work orders, I knew from my DIRECTV training that other technicians were

1 performing the same type of work, under the same requirements, as I was for different contracting
2 companies throughout the State of California.

3 9. My job as a technician installing DIRECTV systems forced me to spend time on
4 all sorts of responsibilities that took time out of each day but I was not paid for. For example, my
5 job required me to, without pay, drive to each job assignment, look over and map out the day's
6 work orders, call customers ahead of time to confirm they would actually be at their home when
7 the job was scheduled, gather, track, and load necessary supplies and equipment, drive to attend
8 mandatory training sessions and mandatory meetings, sit and wait for thirty minutes for customers
9 to return home and then leave a door tag if they did not show up for the scheduled job, wait for
10 permission from DIRECTV before cancelling a work order or placing it on hold, helped other
11 technicians with their work orders or drove needed equipment to them at their job site, and worked
12 on "rollback" jobs that required me to go back and do additional work on a work order that I had
13 already closed, but this time was without any additional pay. If for whatever reason a job was
14 canceled, the time I spent working on that job resulted in zero pay. Based on my own observations,
15 and what I have learned in this lawsuit, these all of the DIRECTV technicians working through
16 contracting companies like me were subject to these conditions.

17 10. I was never classified and paid as an "employee" by DIRECTV, Next Level, or 360
18 Construction & Wiring. I was paid only a piece-rate amount for certain work orders I performed
19 and was never paid overtime. I was not paid for all hours worked. I was not provided paid rest
20 periods. I was not provided meal breaks. DIRECTV frequently issued chargebacks on my pay. I
21 paid significant amounts to cover necessary business expenses to perform DIRECTV work which
22 were not reimbursed. And I was not issued accurate wage statements that complied with California
23 law.

24 11. I filed this action to hold DIRECTV to account for treating me and all other
25 technicians like me so poorly.

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

3 13. Serving as a class representative has been a substantial burden, in that I have
4 assisted counsel in prosecuting the action on behalf of the class, and that I have to put the interests
5 of the other technicians as a whole ahead of my own personal interests.

6 14. To that end, I have been actively involved in this litigation for its entire duration. I
7 am regularly in contact with my counsel regarding this case. I reviewed the Complaint, was
8 actively involved in opposing DIRECTV's attempt to compel this case to arbitration, I have been
9 participating in discovery and strategy decisions, and I will continue to represent the interests of
10 absent class members to the best of my ability.

11 15. I understand that all the DIRECTV technicians who received work orders through
12 the same computer system as I did, and who worked for contracting companies like me, were
13 subject to the same contractual provisions and requirements as I was. I also understand that we
14 were all subject to the same business practices and requirements of DIRECTV raised by this
15 lawsuit.

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

20 17. I know of no interests that I have that are in conflict with the interests of the other
21 technicians as a class.

22 18. I have no interest or involvement in governance or work of Legal Aid at Work.

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24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct.

26 Date: 4/1/2022

DocuSigned by:
Jonathan Giannoulis
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Jonathan Giannoulis