

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“**Agreement**”) is entered into by and between Shanon Dockery (“**Dockery**”), on the one hand, and Citizens Telecom Services Company LLC (“**Citizens**”), on the other hand. Dockery and Citizens are collectively referred to herein as the “**Parties**”.

WHEREAS, Dockery is employed by Citizens as an at-will employee.

WHEREAS, on or about March 3, 2021, Dockery filed a civil action against Citizens and Frontier Communications Corporation (“**Frontier**”) captioned *Shannon Dockery, as an Individual and on behalf of other aggrieved employees vs. Frontier Communications Corp.*, No. 34-2021-00295726-CU-OE-GDS, currently stayed and pending in Sacramento Superior Court (the “**Putative PAGA Action**”), in which she asserted a single cause of action for penalties on behalf of herself and other “aggrieved employees” under the California Private Attorneys General Act of 2004 (“**PAGA**”) predicated on violations of IWC Wage Order 4, California Labor Code §§ 201, 201.3, 202, 203, 204, 210, 221-223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1193.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2802 and 2810.5.

WHEREAS, on or about March 9, 2021, Dockery filed a hybrid putative class action and collective action under the Fair Labor Standard Act (“**FLSA**”) against Citizens and Frontier captioned *Shannon Dockery v. Citizens Telecom Services Company, LLC*, No. 2:21-cv-416-TLN, currently pending in the U.S. District Court for the Eastern District of California (the “**Putative Class Action**” and together with the Putative PAGA Action, the “**Lawsuits**”), in which she asserted causes of action for (1) declaratory relief, (2) failure to pay minimum, regular and overtime wages in violation of the FLSA, (3) failure to pay minimum wage and overtime in violation of California Labor Code §§ 1182.12, 1194, 1197 and IWC Wage Order 4, § 4, (4) payment of wages below the designated rate in violation of California Labor Code §§ 221 and 223; (5) failure to provide meal periods in violation of California Labor Code §§ 226.7, 512, 516, IWC Wage Order 4, (6) failure to provide rest periods in violation of California Labor Code §§ 226.7, 512, 516, IWC Wage Order 4, (7) failure to reimburse expenses/illegal deductions in violation of California Labor Code §§ 221, 2802 and Cal. Code Regs. Title 8, § 11090(8), (8) failure to furnish accurate itemized wage statements in violation of California Labor Code § 226, (9) failure to timely pay compensation during employment in violation of California Labor Code §§ 204, 210, (10) failure to pay wages upon termination of employment of California Labor Code § 203; (11) unfair competition in violation of California Business and Professions Code § 17200 *et seq.*, (12) violation of ERISA § 502(a)(3), and (13) violation of ERISA § 1001 *et seq.*,

WHEREAS, Citizens vigorously disputes Dockery’s allegations and contends that it has, at all times, complied with all applicable laws with respect to Dockery’s employment and that Dockery’s claims therefore have no merit. Citizens further contends that Dockery is not entitled to pursue her claims as a representative of others in a representative, class or collective action.

WHEREAS, Dockery and her counsel do not currently represent any certified class, collective or group in connection with the Lawsuits and no motion for class or collective treatment has been filed in the Putative Class Action.

WHEREAS, in the interest of reaching an amicable resolution of disputes and to avoid the additional expense and disruption of litigation, the Parties engaged in arm's-length, good faith settlement negotiations and have agreed to fully and finally resolve all disputes and claims Dockery may have against Citizens, including, but not limited to, any claims arising from or relating to Dockery's employment with Citizens, including but not limited to, the claims asserted in the Lawsuits, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the payments, releases, promises, covenants, representations and warranties contained herein, and for good and valuable consideration given hereunder, the sufficiency of which is hereby acknowledged by the signatories to this Agreement, the Parties hereby agree as follows:

**1. Settlement Amount.**

(a) In consideration for Dockery timely entering into this Agreement and not revoking it, and for the covenants and releases contained herein, Citizens will pay Dockery the total sum of **\$70,000.00** (the "**Settlement Pay**"), less applicable deductions and withholdings as set forth below. Citizens will pay this amount in two (2) payments as follows:

(i) One payment payable to Dockery in the amount of Twenty One Thousand Dollars (\$21,000.00), less applicable deductions and withholdings;

(ii) One payment payable to Dockery's Counsel, Tower Legal Group Client Trust Account, (as defined below) in the amount of Forty Nine Thousand Dollars, (\$49,000.00).

(b) The payments will be made by check and will be delivered to Tower Legal Group P.C., ("**Dockery's Counsel**") at 11335 Gold Express Drive, Suite 105, Gold River, CA 95670. Prior to and as a condition of these payments being made, Dockery's Counsel will provide Citizens with a complete and executed Form W-9 within five (5) days of the Effective Date of this Agreement. Subject to the other terms of the Agreement, Citizens will pay the Settlement Pay within ten (10) days after the Court's dismissal of each of the Lawsuits, with prejudice, as set forth in Section 1(c). An IRS form W-2 will be issued to Dockery by Citizens with respect to the payment she receives pursuant to Section 1(a)(i). Other than as expressly outlined herein, the Parties will be responsible for their respective attorneys' fees and other expenses incurred as a result of or relating to this Agreement.

(c) Dockery understands and agrees that, except for the employer-side payroll taxes (i.e., the employer share of FICA, federal unemployment tax, state unemployment tax, and any and all other taxes that the law requires the employer to pay without withholding the same from the employee) with respect to the payment identified in Section 1(a)(i), Dockery is solely responsible for the payment of all taxes which may be due with respect to the Settlement Pay, and acknowledges and agrees that Citizens makes no representation as to any tax consequences arising from the Settlement Pay. Dockery will indemnify and hold Citizens harmless in the event any taxing authority seeks payment from it for any taxes or penalties in connection with the Settlement Pay. Moreover, Dockery understands and agrees that any tax consequences and/or liability arising from the aforementioned payments shall be her sole responsibility.

**2. Dismissal of Lawsuits.** This Agreement is expressly conditioned upon (a) Dockery's full and proper execution and filing of a Request for Dismissal of the Putative Class Action pursuant to Federal Rule of Civil Procedure 41(a)(2) and the actual dismissal of the Putative Class Action with prejudice as to Dockery and opt-in Plaintiff Tony Acosta, and without prejudice as to the putative class members, (b) Dockery's full and proper execution and filing of a Request for Dismissal of the Putative PAGA Action and the actual dismissal of Dockery's individual claims with prejudice and the claims of any alleged aggrieved employees and the LWDA without prejudice, and (c) Dockery filing a Notice of Abandonment of the PAGA claims with the LWDA. If the Court in either of the Lawsuits refuses or fails to dismiss the applicable action as set forth in this Section, this Agreement shall be null and void and Dockery and Dockery's Counsel will not be entitled to receive the Settlement Pay amounts. Dockery agrees to cooperate with Citizens in taking any steps that may be required or that Citizens may deem necessary to carry out the implementation or enforcement of this Agreement. "Cooperate" includes, but is not limited to, providing Citizens with any and all signed documents or other materials needed to carry out the purposes of this Agreement.

**3. Release and Waiver.**

(a) **General Waiver and Release.** In exchange for the promises and agreements contained herein and the Settlement Pay, Dockery, for herself, and her past, present and future representatives, attorneys, agents, heirs, family members, executors, administrators, successors and assigns, and all those claiming by, through, or under her or them, hereby irrevocably and unconditionally fully, finally, and forever releases and discharges Citizens and Frontier, and each of their respective past and present employees, parents, subsidiaries and affiliates, and their current shareholders, officers, directors, employees, agents, personal representatives, insurers, reinsurers, attorneys, and assigns (collectively, the "**Released Parties**"), from any and all claims, counterclaims, grievances, obligations, promises, agreements, lawsuits, disability benefits, medical and hospital expenses, actions, causes of action, remedies, liabilities, debts, demands, damages, liquidated damages, losses, debits, penalties, costs, expenses, attorneys' fees, and/or set-offs whatsoever, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, vested or contingent, which Dockery ever had or now has against the Released Parties based upon, arising out of or in connection with Dockery's employment with Citizens arising at any time prior to and including the date Dockery signs this Agreement (the "**Released Claims**"). This release specifically includes, without limitation, the following:

- any claims that were asserted or could have been asserted in the Lawsuits and/or their underlying subject matter;
- any and all claims related to compensation, pay, payments, proceeds, cash flow, capital gains, commissions, hours, bonuses, stock, stock options, RSUs, PSUs, pension, 401(k) benefits, disability, physical or mental affliction, benefits including paid sick leave, family leave, vacation days or floating holidays and payment for unused vacation or floating holidays, terms and conditions of employment, attorney fees or costs, including, but not limited to, claims for unpaid, miscalculated or untimely payment of wages and/or overtime and/or double time, meal periods, rest periods, premium pay in lieu of meal and/or rest periods, inaccurate or untimely wage statements, untimely payment of wages during

employment and after termination, the provision of and/or reimbursement for necessary business expenses (including but not limited to internet and/or cell phone service), pre- and post-judgment interest, compensatory and statutory compensation, general damages, disgorgement, declaratory relief, statutory damages, accounting of all minimum wages and sums allegedly unlawfully withheld as a result thereof, injunctive relief, restitution, civil, statutory and any other penalties and interest as a result thereof;

- any and all claims of discrimination, harassment (including hostile work environment), sexual harassment and/or retaliation on the basis of all protected categories under applicable law, including, without limitation, age, race, color, gender, sex, pregnancy, national origin, ancestry, religion, disability, sexual orientation or preference, leave rights, familial status, veteran status, or any other characteristic protected by applicable federal, state, or local law;
- any and all claims of retaliation, including whistleblower-type claims, and claims of retaliation for engaging in activity protected by statute, regulation, or common law;
- any and all claims arising out of or related to each of the following federal statutes: the Reconstruction-Era Civil Rights Acts, as amended; Title VII of the Civil Rights Act of 1964; the Rehabilitation Act of 1973; the Employee Retirement Income Security Act of 1974; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; the Family and Medical Leave Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act; the Worker Adjustment and Retraining Notification Act; the Fair Credit Reporting Act; the Employee Polygraph Protection Act; the Genetic Information Non-Discrimination Act; the Sarbanes Oxley Act; the National Labor Relations Act; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Equal Pay Act; the Labor Management Relations Act; and all other federal, state or local statute, regulation, ordinance, order, common law, or public policy that may be waived by agreement, including the laws of any other country;
- any and all claims under the California Fair Employment and Housing Act; the California Equal Pay Act; the California Minimum Wage Law; the California Wage Payment Law; the California Personnel Record Law; the California Worker Adjustment and Retraining Notification Act; PAGA; the California Investigative Consumer Reporting Agencies Act; the California Consumer Credit Reporting Agencies Act; California's Unfair Competition Law, all other provisions of the California Labor Code; the California Business and Professions Code; the California Government Code; and the California Consumer Protection Act; including, but not limited to, claims under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.6, 226.7, 227.3, 245 *et seq.*, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1191.14, 1198, 1198.5, 1199, 2802, 2804 and 2698 *et seq.* (the Labor Code Private Attorneys General Act); applicable Industrial Welfare Commission Wage Orders, California Code of Regulations, Title 8, section 11000 *et seq.*; California Business and Professions Code section 17200 *et seq.*; and all other contractual, statutory or common law claims that may be waived by agreement;
- any and all claims based on a theory of breach of express or implied contract, promissory estoppel, breach of good faith and fair dealing, wrongful termination, fraud, negligent

misrepresentation, violations of public policy, infliction of emotional distress, assault and/or battery, defamation, libel, slander, negligence, personal injury, invasion of privacy, false imprisonment, conversion, loss of consortium, unjust enrichment or any other tort or common law;

- any claim for equitable relief or recovery of punitive, compensatory, or other damages or monies, attorneys' fees; and
- any and all claims arising out of or related to any employee handbooks, personnel manuals, or employment policies.

The Parties specifically agree that Dockery's release is intended to be as broad in scope as possible under all applicable laws. This waiver and release shall not be construed to include any claim or rights (if any) (i) that arise after Dockery signs this Agreement; (ii) that cannot, as a matter of controlling law, be released by private agreement; (iii) for workers' compensation; (iv) for unemployment compensation; and/or (v) Dockery's right to receive any vested payments or benefits to which Dockery is entitled under any Citizens benefit plan, which payments or benefits will be paid or provided pursuant to the terms of the applicable governing documents. Dockery agrees that she will forfeit the Settlement Pay if she challenges the validity of this Agreement. To the extent Dockery believes that any additional monies are owed beyond what Dockery has been paid or as provided for this Agreement, Dockery acknowledges that Dockery's entitlement to such is disputed.

(b) Release of Unknown Claims. Dockery expressly waives the benefit of any statute or rule of law which, if applied to this Agreement, would otherwise preclude from its binding effect any claim against any released party not now known by Dockery to exist, including any benefit under section 1542 of the California Civil Code, which states as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

In connection with such waiver and relinquishment, Dockery acknowledges that Dockery is aware that she may later discover facts in addition to or different from those which Dockery currently knows or believes to be true with respect to the subject matter of this Agreement, but that it is Dockery's intention hereby to fully, finally and forever settle and release all of these matters which now exist, or previously existed, whether known or unknown, suspected or unsuspected. In furtherance of such intent, the releases given herein shall be and shall remain in effect as a full and complete release, notwithstanding the discovery or existence of such additional or different facts.

(c) ADEA Waiver. Dockery acknowledges and recites that:

(i) The release contained herein includes claims for age discrimination under the Age Discrimination in Employment Act ("ADEA"). Dockery understands and acknowledges that Dockery is freely and knowingly waiving any and all claims and rights Dockery may have against Citizens under the ADEA.

(ii) By executing this Agreement, Dockery is not waiving any rights or claims that may arise after the date that this Agreement is executed.

(iii) The Settlement Pay is not a benefit to which Dockery would be entitled but for Dockery's agreement to the terms of this Agreement.

(iv) Dockery is advised (and this provision constitutes such written advice) to consult with an attorney prior to signing this Agreement.

(v) Dockery has twenty-one (21) days to consider this Agreement (the "**Consideration Period**"). If the Consideration Period passes without Dockery having signed the Agreement, the offer contained herein will be revoked. In the event Dockery signs this Agreement and returns it to Citizens or its counsel in less than the Consideration Period identified above, Dockery hereby acknowledges that Dockery has freely and voluntarily chosen to waive the time period allotted for considering this Agreement, and that Citizens has not promised Dockery anything or made any representations not contained in this Agreement to induce Dockery to sign this Agreement before the expiration of the Consideration Period. The Parties agree that changes, whether material or immaterial, do not restart the running of the Consideration Period.

(vi) For a period of seven (7) days following Dockery's execution of this Agreement ("**Revocation Period**"), Dockery may revoke her acceptance of the terms and conditions of this Agreement by providing notice of such revocation to Citizens. Such notice shall be in writing and shall be delivered to **Ruth Zadikany at [rzadikany@maverbrown.com](mailto:rzadikany@maverbrown.com)**. If revoked, this Agreement shall not be effective and enforceable, and Dockery will not receive payments or benefits under this Agreement.

(vii) The effective date of this Agreement (the "**Effective Date**") is the date eight (8) days following the execution of this Agreement by Dockery, provided that Dockery does not first revoke the Agreement pursuant to this Section.

(d) Covenant Not to Sue. Dockery agrees that she will not file any suit, claim, proceeding or complaint against Citizens or any of the Released Parties arising out of or in connection with any claims released herein, including, without limitations, any claims included in the Lawsuits, except as required to enforce the terms of this Agreement. Nothing in this Agreement shall be construed to prevent Dockery from filing a claim and/or fully participating or cooperating with the Equal Employment Opportunity Commission ("**EEOC**"), the U.S. Department of Labor, the National Labor Relations Board, or any other, similar federal, state, or local agency dealing with employee rights. However, by signing this Agreement and receiving the consideration reflected herein, Dockery expressly waives the right to file an individual, class, collective or representative action lawsuit against the Released Parties or, to the maximum extent permitted by applicable law, to recover any equitable or monetary relief (including penalties) from the Released Parties in any proceeding, claim, action, or suit against the Released Parties which is brought by or through any federal, state, or local agency or tribunal, or anyone else representing or purporting to represent Dockery's interests, except with respect to any monetary recovery under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Sarbanes-Oxley Act of 2002. Accordingly, to the maximum extent permitted by applicable law, Dockery hereby waives and gives up any right to become, and promises not to consent to become or to continue to serve as a

member, representative or named plaintiff of any class, collective, multi-party or representative action or proceeding in which claims are asserted against any of the Released Parties in connection with or arising from any of the claims released herein through the date Dockery signs this Agreement, including, without limitation, any claims asserted in the Lawsuits. To the maximum extent permitted by applicable law, Dockery specifically waives her right to serve as a representative plaintiff under PAGA on behalf of any of the Released Parties' current or former employees. If, without Dockery's prior knowledge and consent, Dockery is made a member of a class and/or representative action, Dockery will timely opt out of the class and/or representative action and will not participate in such action. No provision of this Agreement shall be interpreted to limit Dockery's ability to: (a) report alleged or potential legal violations, whether criminal or civil, to any federal, state or local governmental agency, commission or officials; (b) to communicate directly with and provide truthful information and non-privileged documents to any such agency, commission or officials; or (c) participate in a proceeding with any such agency, commission or officials.

**4. Good Faith Dispute.** Dockery acknowledges and agrees that Labor Code section 206.5 is not applicable to her because there is a good faith dispute over whether any wages are owed to Dockery by Citizens. Section 206.5 provides in pertinent part that “[n]o employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

**5. Dockery's Representations.** As of the date Dockery signs this Agreement, Dockery makes the following representations:

(a) No Pending Claims. Dockery represents, warrants, and covenants that, other than the Lawsuits, which will be dismissed with prejudice pursuant to this Agreement, Dockery has no charges, claims, complaints, grievances, lawsuits or actions of any kind pending against any of the Released Parties on her own behalf or on behalf of any other person or entity, with any governmental agency, tribunal, court, or administrative body in any forum in connection with the subject matter of this Agreement or based upon matters, occurrences, or events which have occurred on or before the Effective Date. Dockery does not presently intend to bring any claims on her own behalf or on behalf of any other person or entity against any of the Released Parties.

(b) No Assignment of Claims. Dockery has not assigned or otherwise transferred, or purported to assign or transfer, any claim or other matter released by this Agreement to any other person or legal entity. Dockery agrees to indemnify and hold Citizens and the Released Parties harmless from any and all liabilities, claims, demands, obligations, damages, costs, expenses and attorneys' fees arising from or related to any claim which, if true, would constitute a breach of this representation and warranty, including, but not limited to, all claims resulting from anyone asserting such interest, assignment or transfer.

(c) Compensation. Except for claims of compensation asserted in the Lawsuits, Dockery has been paid all compensation and benefits to which she was entitled in connection with her employment.

(d) Receipt of Leave. Dockery has been granted any leave to which Dockery was entitled under the Family and Medical Leave Act, as well as any related or similar state or local leave or disability accommodation laws.

(e) Workplace Injuries. Unless previously reported, Dockery has no known workplace injuries in connection with Dockery's employment at Citizens.

(f) Medicare and Medicaid. Dockery is not a beneficiary of either Medicaid or Medicare and neither Medicare nor Medicaid has paid for or reimbursed her for any physical health or mental health benefits related to, arising from or in connection with any of Citizens' alleged acts or omissions in the matters being settled by this Agreement.

**6. No Admission of Liability.** This Agreement affects the settlement of claims which are denied and contested, and nothing contained in this Agreement shall be construed as an admission by Citizens of any liability of any kind. Citizens denies any liability in connection with any such claims and intends merely to avoid the expense of further litigation. Neither this Agreement nor anything in this Agreement or part of the negotiations leading to it shall be used or offered by Dockery or constitute evidence of liability with respect to any such issue or dispute.

**7. Confidentiality of Agreement and Terms.** To the maximum extent permitted by applicable law, Dockery agrees to maintain the contents and terms of this Agreement, including the Settlement Pay (collectively referred to as "**Settlement Information**"), as such confidentiality is the mutually beneficial preference of both Dockery and Citizens, supported by the valid, bargained-for consideration described herein. Except as required by law, Dockery may disclose Settlement Information only to Dockery's spouse, Dockery's attorney(s), and Dockery's accountant and any professional tax advisor to the extent that they need to know the Settlement Information in order to provide advice on tax treatment or to prepare tax returns; provided that such individuals must first agree to be bound by this confidentiality provision. Dockery may also disclose this Agreement pursuant to legal process, including to the Court in the Lawsuits if requested by the Court and subject to prior written consent by counsel for Citizens in order to process the dismissal of the Lawsuits. Nothing in this paragraph shall be construed to prevent Dockery from disclosing the Agreement for purposes of challenging or enforcing it. Notwithstanding the foregoing, this Agreement does not prevent Dockery from disclosing factual information expressly permitted under California Code of Civil Procedure Section 1001, if applicable, or prevent Dockery from disclosing the Agreement for purposes of challenging or enforcing it or pursuant to legal process. For the avoidance of doubt and to the extent applicable, nothing contained herein is intended to impact, restrict or impede Dockery's ability to engage in protected concerted activity covered by the NLRA or to prevent Dockery from filing a claim and/or fully participating or cooperating with the EEOC, DOL, NLRB, or any other, similar federal, state or local agency, dealing with employee rights. If Dockery is served with a subpoena or court order, or request by law enforcement or a government or regulatory agency relating to information covered by this Agreement, Dockery shall notify Citizens and provide Citizens with a copy of the same via email to **Zadikany, Ruth** <**RZadikany@mayerbrown.com**> within five (5) business days of receipt of such subpoena or request before disclosing any terms of this Agreement.

**8. Non-Disparagement.** Dockery agrees to refrain from knowingly making any untrue or defamatory comments or statements about Citizens or Frontier in any manner likely to be harmful

to them or their business or business reputation, including, but not limited to, any member of the press, in any public posting and/or through social media. For avoidance of doubt, the foregoing shall not be violated by statements that the maker reasonably believes to be true in response to legal process, as required by governmental testimony or filings, or in administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings). In addition, nothing in this Agreement prevents Dockery from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Dockery has reason to believe is unlawful. Dockery agrees that any violation of the provisions of Section 8 shall be considered a material breach of this Agreement.

**9. Confidential Information and Continuing Covenants.**

(a) Dockery acknowledges that during the course of her employment with Citizens, Dockery has had access to and obtained confidential and proprietary information concerning Citizens (including its subsidiaries and affiliates) and its business services; former, current and prospective customers, clients and contracts; plans and activities; methods; strategies; means; practices; procedures; operations; processes; personnel; financial information; contracts; intellectual property and related legal affairs; systems and relationships; and other business or affairs (“**Confidential Information**”). Dockery acknowledges that all such Confidential Information is the property of Citizens (and/or its subsidiaries or affiliates). Dockery further represents and agrees that she will not at any time disclose or transfer Confidential Information to any third party or otherwise use the Confidential Information without obtaining Citizens’ prior written consent. Dockery further agrees that Dockery shall not use any Confidential Information in order to solicit any of Citizens’ current or prospective clients, customers and/or personnel.

(b) Dockery hereby acknowledges receipt of the following notice required pursuant to 18 U.S.C § 1833(b)(1): “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Dockery further acknowledges that nothing in this Agreement prohibits Dockery from reporting possible violations of law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation.

**10. Attorneys’ Fees.** The Parties hereto acknowledge and agree that each of them shall bear their own costs, expenses and attorneys’ fees arising out of or connected with the negotiation, drafting and execution of this Agreement and all matters arising out of or connected therewith, except that in the event any action or proceeding is brought by any of the Parties to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and costs in addition to all other relief to which that party may be entitled.

**11. Neutral Interpretation.** This Agreement and the documents and instruments executed in connection with this Agreement are the product of negotiations between counsel for the Parties. Accordingly, in construing this Agreement, none of the Parties to this Agreement shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed

against such party solely by reason of such party having drafted the same, as a result of the manner of the preparation of this Agreement, or otherwise. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. In the event any provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall be binding and enforceable.

**12. Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties concerning the subject matter hereof, and any and all prior oral or written agreements or understandings between the Parties related hereto are superseded, except for the Covenants Agreement, which remains in effect. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement, have been made by any party hereto. This Agreement may be modified only by written agreement signed by all Parties. Each party hereto agrees to execute all such further and additional documents and instruments as shall be necessary or expedient to carry out the provisions of this Agreement, and further agrees to promptly and in good faith undertake all reasonable acts to effectuate the provisions of this Agreement.

**13. Authority.** Each party represents and warrants that the person executing this Agreement on its behalf has full authority and capacity to execute this Agreement and to give the releases and other promises contained herein. Dockery further represents that she has no physical or mental impairment of any kind which has interfered with their ability to read and understand the meaning of this Agreement or its terms and that he has consulted with an attorney prior to executing this Agreement.

**14. Waiver.** No term or condition of this Agreement shall be deemed to have been waived, and there shall not be any estoppel against the enforcement of this Agreement unless that waiver is in writing and signed by the party charged with such waiver or estoppels. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

**15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts-of-laws principles.

**16. Agreement to Arbitrate.**

(a) The Parties hereby mutually agree that any and all disputes arising out of or related to this Agreement or the Released Claims will be subject to resolution only through final and binding arbitration in accordance with the then applicable Employment Arbitration Rules and Procedures of JAMS (“**JAMS Rules**”) that are in effect at the time the arbitration is initiated, as modified by applicable law and the terms of this Agreement. Copies of the JAMS Rules can be obtained from via the JAMS website at [www.jamsadr.com/rules-employment-arbitration/](http://www.jamsadr.com/rules-employment-arbitration/), or by using an internet search service such as [www.google.com](http://www.google.com) to search for “JAMS Employment Arbitration Rules.” To the extent any of the terms, conditions or requirements of this Agreement conflict with the JAMS Rules, the terms, conditions or requirements of this Agreement will govern.

(b) A demand for arbitration giving notice of any claim sought to be arbitrated must be filed with JAMS within the limitations period established by applicable state law, or if the dispute raises issues that would support federal jurisdiction, by applicable federal law. The arbitration will take place in Sacramento, California. Dockery and Citizens agree that they will make good faith efforts to select a single, neutral arbitrator by mutual agreement. If the Parties cannot mutually agree to an arbitrator, the arbitrator will be selected pursuant to the JAMS Rules. The arbitrator must render a written arbitration decision that explains the essential findings and conclusions on which the decision is based. Judgment on the Award may be entered in any court having jurisdiction.

(c) Unless otherwise permitted by law, Dockery shall not be required to pay filing and other arbitration-related fees in excess of the fees (if any) which would have been incurred by Dockery had the dispute(s) arbitrated under this Agreement been litigated in state court or, if the dispute raises issues that would support federal jurisdiction, in federal court. Citizens will be responsible for all administrative fees exceeding such amount if required by applicable law. As required by law, Citizens will be responsible for paying the arbitrator's hourly fees.

(d) **DOCKERY AND CITIZENS HEREBY WAIVE THE RIGHT TO PURSUE OR HAVE A DISPUTE BROUGHT, HEARD, DECIDED, OR RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, AND/OR COLLECTIVE PROCEEDING.** Dockery and Citizens agree that each may bring disputes against the other only in an individual capacity and not as a plaintiff or class member in any purported class, collective, representative, or private attorney general proceeding, including representative claims under PAGA. Furthermore, unless both Dockery and Citizens agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, collective, representative, or private attorney general proceeding. For any claim brought on a private attorney general basis, including under the California PAGA, both Dockery and Citizens agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether Dockery has personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law). The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. If a court (after exhaustion of all appeals) declares unenforceable any of these prohibitions on consolidation or non-individualized relief (such as public injunctive relief); class, collective, representative, or private attorney general proceedings; or representative PAGA actions unenforceable, then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court. In the event any portion of this agreement to arbitrate is deemed unenforceable, the unenforceable provision shall be severed and the remainder of the agreement to arbitrate will be enforceable.

**17. Successors and Transferees.** This Agreement shall be binding upon and inure to the benefit of each of the Parties' respective agents, employees, representatives, partners, members, officers, directors, divisions, subsidiaries, affiliates, parent companies, assigns, successors-in-interest, shareholders, attorneys, and adjusters. Dockery shall not assign this Agreement or her rights, or obligations hereunder without the prior written consent of Citizens. Citizens may assign

this Agreement, or all/any of its rights or obligations hereunder to any person without the consent of Dockery.

**18. Severability.** The provisions of this Agreement are severable, and if any part, term or provision of this Agreement is held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the remaining parts/provisions of the Agreement shall remain fully valid and enforceable in accordance with their terms and shall be interpreted as if such provision was so excluded. Notwithstanding the foregoing, if the Release in Section 3 is held to be invalid, void or unenforceable by a court of competent jurisdiction or by an administrative agency for any reason as a result of actions or inactions by Dockery or anyone acting on her behalf, such ruling shall render this Agreement void and Dockery shall tender back to Citizens the Settlement Pay within 30 days of such determination, to the extent permitted by applicable law.

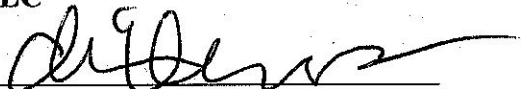
**19. Advice of Counsel.** Each of the Parties to this Agreement has carefully read and understands its contents, has been advised by counsel as to its meaning and legal implications, and executes this Agreement voluntarily and knowingly. The Parties acknowledge and represent that they have conferred with an attorney of their choice concerning the terms of this Agreement and the terms of the settlement achieved between the Parties. The Parties further acknowledge that none of the other parties has taken action to prevent any party from obtaining review of the settlement terms and this Agreement with an attorney of the party's choice. Each party to this Agreement has made such investigation of the facts pertaining to this Agreement and of all of the matters pertaining thereto as the party deems necessary.

**20. No Waiver.** No provision of this Agreement may be waived unless it is waived in a writing signed by all Parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other provision of this Agreement.

**21. Counterparts.** This Agreement may be executed in counterparts and all of said counterparts shall collectively constitute one agreement binding on all Parties. Signatures delivered by facsimile or electronic mail can serve as original signatures.

*[Remainder of Page Left Intentionally Blank]*

**Citizens Telecom Services Company  
LLC**

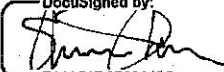
  
Signature

Mirna Villegas  
Print Name

VP, ASSOC. General Counsel  
Title

10/24/2023  
Date

**Shanon Dockery**

DocuSigned by:  
  
F14A51E6760142C...  
Signature

10/23/2023  
Date