

FILED/ENDORSED

MAR 03 2021

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Attorneys for Plaintiff SHANNON DOCKERY,
and other aggrieved employees

BY FAX

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

SHANNON DOCKERY, as an individual
and on behalf of other aggrieved employees,

Plaintiffs,

vs.

FRONTIER COMMUNICATIONS,
CORPORATION, a Delaware Corporation;
CITIZENS TELECOM SERVICES
COMPANY, LLC., a Delaware
Corporation; and DOES 1-10 inclusive,

Defendants.

CASE NO. 34 2021 00295726

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEY
GENERAL ACT OF 2004 (Labor Code §§2698,
et. seq.)**

1 Plaintiff SHANNON DOCKERY, on behalf of herself and all other aggrieved employees
2 (“Plaintiff”), hereby files this Complaint against Defendants FRONTIER COMMUNICATIONS,
3 CORPORATION (“Frontier”), CITIZENS TELECOM SERVICES COMPANY, LLC, (“Citizens
4 Telecom”), and DOES 1 through 10, inclusive (collectively “Defendants”). Plaintiff is informed and
5 believes, and on the basis of that information and belief, alleges as follows:

6 **INTRODUCTION**

7 1. This action is brought by Plaintiff on behalf of all exempt customer service
8 representatives, and other similar job titles/positions that perform same or similar duties (described
9 below) for Defendants in California. Defendants mis-classified Plaintiff and others with the same or
10 similar job titles and responsibilities as exempt employees under state wage and hour laws. Plaintiff
11 and others should have been classified as non-exempt employees and paid overtime and provided meal
12 and rest breaks. Plaintiff also challenges Defendants’ employment practices including Defendant’s
13 policies and practices of (a) failing to pay for every hour worked, including minimum wages,
14 designated wages; (b) failure to pay overtime compensation; (c) failing to pay all wages owed timely
15 on regular payroll and upon termination; (d) failing to maintain accurate employment records for
16 aggrieved employees failing to provide accurate itemized pay stubs; (e) failing to reimburse for
17 business related expenses; (f) failing to provide meal and rest breaks that comply with California law;
18 and (g) failing to pay premium wages for on-duty, missed, short, and/or late meal and rest breaks.

19 2. In this case, Plaintiff, on behalf of herself and other aggrieved employees, seeks civil
20 penalties for Defendant’s violations of the California Labor Code, including failure of Defendant to
21 pay Plaintiff and Aggrieved Employees all wages due to them including, minimum wages, accurate
22 wages, and overtime for all hours worked; failure to pay premium wages; failure to maintain accurate
23 employment records; failure to timely furnish accurate, itemized wage statements; failure to reimburse
24 for business related expenses; for failure to pay wages timely on regular payroll and on termination;
25 and for failure to provide meal breaks and rest breaks.

26 3. In this action Plaintiff, on behalf of herself and aggrieved employees, seeks penalties
27 established by Labor Code section 2699, the Private Attorney General’s Act (“PAGA”) and other
28 provisions in the Labor Code, against Defendants for their unlawful employment practices.

4. The acts complained of herein have occurred, are presently occurring, and are expected to continue occurring, within the time period from one year prior to the filing of the LWDA letter on December 21, 2020, up to and through the date of judgment for this matter (hereinafter, the “Relevant Time Period”).

PARTIES

Plaintiff SHANNON DOCKERY

5. Plaintiff SHANNON DOCKERY is an individual over the age of eighteen (18) and is now and/or at all relevant times mentioned in this Complaint was a resident and domiciliary of Sacramento County, State of California. Ms. Dockery works for Defendants as a non-exempt customer service analyst or customer service representative at a Call Center operated by Defendants located in Sacramento County, California.

Defendants

6. Plaintiff is informed and believes, and based thereon alleges, that Defendants Frontier and Citizens Telecom are telecommunications service providers that operate call and trouble-shooting services in California, in the County of Sacramento as well as other locations, where call center employees handle phone calls and internet chats with Defendants' internal and external customers regarding various issues on their accounts related to telephone and internet services provided by Defendants.

7. Defendant Frontier is a Delaware corporation which, on information and belief, is conducting business in good standing in California. Defendant Citizens Telecom is a Delaware corporation which, on information and belief, is conducting business in good standing in California. Defendants operate telecom services throughout the United States of America, and employ persons in Sacramento County and throughout California.

8. Plaintiff is informed and believes that that Defendants are liable for all acts set forth in this complaint under general joint employer liability and Labor Code Section 2810.3.

9. DOES 1 through 10 inclusive are now and/or at all times mentioned in this Complaint were, licensed to do business and/or actually doing business in the State of California. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through

1 10, inclusive and for that reason, DOES 1 through 10 are sued under such fictitious names pursuant to
2 California Code of Civil Procedure, section 474. Plaintiff will seek leave of court to amend this
3 Complaint to allege such names and capacities as soon as they are ascertained. DOES 1 through 5 are
4 believed to be business entities who were also co-employers of the Plaintiff and the aggrieved
5 employees herein.

6 10. Plaintiff is informed and believes and based thereon alleges that at all times herein
7 mentioned, Defendants are responsible in whole for the matters referred to herein.

8 11. Plaintiff is informed and believes and based thereon alleges that at all times herein
9 mentioned, Defendants caused Plaintiff, all others similarly situated and the general public to be
10 subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this
11 Complaint.

12 12. Plaintiff is informed and believes and based thereon alleges that Defendants caused the
13 injuries and/or damages alleged in this Complaint.

14 **JURISDICTION AND VENUE**

15 13. The California Superior Court has jurisdiction in the matter because the claims exceed
16 the jurisdictional minimum of this court and Plaintiff is a resident of the state of California and
17 Defendants perform substantial business in the State of California. Further, the issues herein are based
18 on California statutes, specifically the Private Attorney General Act of 2004.

19 14. Venue is proper in the County of Sacramento because Defendants transact substantial
20 business in this County and Plaintiff's claims arose in this County.

21 **FACTUAL ALLEGATIONS**

22 ***Background***

23 15. Defendants Frontier and Citizens Telecom employ customer service employees, that
24 handle phone calls and internet chats for Defendants, who are the Aggrieved Employees in this lawsuit.

25 16. Plaintiff DOCKERY worked in the position of customer service analyst or customer
26 service specialist at Defendants' California Call Center, in Sacramento County.

27 17. Defendants' operate and have operated "call centers" across California where
28 telephone and internet chat dedicated employees similar to Plaintiff handle phone calls and internet

1 chats regarding various issues related to Defendants business.

2 18. Plaintiff and other Aggrieved Employees' job duties were to handle phone calls and
3 internet chats related to internal and external customer service and to troubleshoot internal and external
4 problems according to company policy that were related to, but not limited to, telecom and internet
5 services, billings, orders, new service requests, disconnection of services, changes to existing services,
6 moving existing services, correction orders, determining pricing and specials, contracts, billing and
7 fees explanations, reconciliations, renewal of contracts, issuing service contracts, and database
8 research.

9 19. Defendants classified Plaintiff and Aggrieved Employees as exempt. Defendants
10 misclassified Plaintiffs as exempt throughout the duration of their employment and based on that
11 misclassification, paid them a predetermined salary regardless of hours worked.

12 20. Relying upon their misclassification, Defendants did not pay Plaintiff and Aggrieved
13 Employees a premium rate for overtime hours worked nor did they provide or ensure that they receive
14 compliant meal or rest breaks.

15 21. Defendants additionally knowingly required Plaintiff and Aggrieved Employees to
16 work overtime and during meal or rest periods, and/or failed to pay premium wages for missed, short,
17 late, or on-duty meal or rest periods.

18 22. Defendants supervised and controlled the work schedule of Plaintiff and Aggrieved
19 Employees.

20 23. Plaintiff and Aggrieved Employees at times work or worked in excess of forty hours
21 per week for Defendants in a given workweek.

22 24. The net effect of Defendant's policies and practices, instituted and approved by
23 company managers and supervisors, is that Defendants willfully failed to pay all compensation owed
24 to Plaintiffs and others similarly situated, and willfully failed to keep accurate time records to save
25 payroll costs. Defendants thus enjoyed ill-gained profits at the expense of its misclassified employees.

26 25. Defendants' misclassification of their call center employees has caused Plaintiff and
27 other Aggrieved Employees to suffer harm as outlined below.

28 //

1 ***Defendants' Failure to Pay Minimum Wages and Designated Rates***

2 26. IWC Wage Order, No. 4 defines "hours worked" to mean "the time during which an
3 employee is subject to the control of an employer, and includes all the time the employee is suffered
4 or permitted to work, whether or not required to do so."

5 27. Labor Code § 1182.12 and IWC Wage Order, No. 4-2001, § 4 provide that on and after
6 January 1, 2020, the minimum wage for all industries shall be not less than thirteen dollars (\$13.00)
7 per hour, and on and after January 1, 2021, the minimum wage for all industries shall be not less than
8 fourteen dollars (\$14) per hour.

9 28. Labor Code § 1194(a) provides in relevant part: "Notwithstanding any agreement to
10 work for a lesser wage, any employee receiving less than the legal minimum wage [] is entitled to
11 recover in a civil action the unpaid balance of the full amount of this minimum wage [], including
12 interest thereon, reasonable attorney's fees, and costs of suit."

13 29. Labor Code § 1194.2(a) provides in relevant part: "In any action under Section 1193.6
14 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed
15 by an order of the commission, an employee shall be entitled to recover liquidated damages in an
16 amount equal to the wages unlawfully unpaid and interest thereon."

17 30. Labor Code § 1197 provides: "The minimum wage for employees fixed by the
18 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
19 minimum so fixed is unlawful."

20 31. Labor Code § 223 provides: "Where any statute or contract requires an employer to
21 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting
22 to pay the wage designated by statute or contract."

23 32. Labor Code § 204 provides: "All wages, other than those mentioned in Section 201,
24 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during
25 each calendar month, on days designated in advance by the employer as the regular paydays."

26 33. Defendants mis-classified Plaintiff and others with the same or similar job titles and
27 responsibilities as exempt employees under state wage and hour laws. Plaintiff and others should have
28 been classified as non-exempt employees. In doing so, Defendants have violated numerous California

1 labor code sections as described herein.

2 34. Additionally, Defendants did not maintain adequate records of all wages earned, hours
3 worked, and meal and rest breaks taken.

4 ***Defendants' Failure to Pay Overtime Compensation***

5 35. Labor Code § 1194 provides that an employee receiving less than the legal overtime
6 compensation is entitled to recover in a civil action the unpaid balance of the full amount of this
7 minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and
8 costs of suit.

9 36. Labor Code § 510(a) states: "Any work in excess of eight hours in one workday and
10 any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh
11 day of work in any one workweek shall be compensated at the rate of no less than one and one-half
12 times the regular rate of pay for an employee." Labor Code § 510(a) further states: "Any work in
13 excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of
14 pay for an employee." Labor Code § 510(a) further states: "[A]ny work in excess of eight hours on
15 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate
16 of pay of an employee."

17 37. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment
18 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
19 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for payment
20 of overtime wages equal to double the employee's regular rate of pay for all hours worked in excess
21 of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the
22 seventh (7th) day of work in any one workweek.

23 38. Defendants mis-classified Plaintiff and others with the same or similar job titles and
24 responsibilities as exempt employees under state wage and hour laws. Plaintiff and others should have
25 been classified as non-exempt employees. In doing so, Defendants have violated numerous California
26 labor code sections as described herein.

27 39. Plaintiff and others should have been classified as non-exempt employees, therefore
28 they were entitled to overtime compensation for all hours worked in excess of the hours and time

1 specified in the Wage Order, statutes and regulations identified herein.

2 ***Defendants' Failure to Pay All Wages Due Timely and at Termination of Employment***

3 40. At all times relevant hereto, Labor Code § 201 required an employer that discharges an
4 employee to pay compensation due and owing to said employee immediately upon discharge. Labor
5 Code § 202 requires an employer to pay an employee who quits any compensation due and owing to
6 said employee within seventy-two (72) hours of an employee's resignation. Labor Code § 203
7 provides that if an employer willfully fails to pay compensation promptly upon discharge or
8 resignation, as required under Sections 201 and 202, then the employer is liable for waiting time
9 penalties in the form of continued compensation for up to thirty (30) work days.

10 41. At all time relevant thereto, California Labor Code § 204(b)(d) provides that all wages
11 payable on a weekly, biweekly, or semimonthly payroll become due and payable within seven calendar
12 days following the close of the payroll period.

13 42. California Labor Code §210 provides for penalties for violations of Labor Code §204
14 in the amount of (a) \$100 for an initial violation; (b) \$200 for a subsequent violation, or any willful or
15 intentional violation, \$200 for each failure to pay each employee, plus 25 percent of the amount
16 unlawfully withheld.

17 43. As of January 1, 2020, AB 673 amends Labor Code §210 to create a private right of
18 action to seek penalties for late payment of payday wages.

19 44. Defendants willfully and knowingly failed to pay Plaintiff and aggrieved employees,
20 upon termination of employment, all accrued compensation including payment of minimum wage
21 compensation, agreed wages, overtime, and/or premium wages.

22 ***Defendants' Failure to Maintain Accurate Employment Records***

23 45. At all times relevant hereto, Labor Code §§ 226, 1174, 1174.5, 1194.5 and Cal. Code
24 Regs., tit. 8, § 11090 required employers to maintain accurate employment records.

25 46. As noted herein, throughout the Relevant Time Period, Defendants failed to maintain
26 documentation of the actual hours worked each day by Plaintiff and other aggrieved employees, all
27 wages earned, hourly rates applicable, and meal breaks taken. As such, Defendants failed to maintain
28 accurate employment records.

1 ***Defendants' Failure to Provide Accurate, Itemized Wage Statements***

2 47. At all times relevant hereto, Labor Code § 226 and IWC Wage Order, No. 4-2001, § 7
3 required employers to maintain adequate employment records and provide employees with accurate
4 itemized wage statements showing gross wages, total hours worked, all applicable hourly rates worked
5 during each pay period, the corresponding number of hours worked at each hourly rate, and meal
6 breaks taken.

7 48. Wage statements provided to Plaintiff and aggrieved employees by Defendant do not
8 show all wages earned, all hours worked, or all applicable rates, in violation of Labor Code § 226,
9 IWC Wage Order, No. 4-2001, § 7.

10 49. Moreover, Defendants did not maintain adequate records of all wages earned, hours
11 worked and breaks taken.

12 ***Defendants Failure to Reimburse for Business Related Expenses***

13 50. At all times relevant hereto, Labor Code 2802(a) provides that an employer indemnify
14 his or her employee for all necessary expenditures or losses incurred by the employees in direct
15 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
16 employer.

17 51. At all relevant times, Plaintiff and the other aggrieved employees have incurred
18 necessary expenditures in direct consequence of the discharge of their duties and/or their obedience to
19 the directions of Defendants, including but not limited to, internet service, cell phones, telephones,
20 and workstations.

21 52. Section 7 of the Wage Order provides that when tools or equipment are required by the
22 employer or are necessary to the performance of the job, such tools and equipment shall be provided
23 and maintained by the employer.

24 53. At all relevant times, Plaintiff and the other Aggrieved Employees paid for the cost of
25 tools or equipment required by Defendants and/or which were necessary to the performance of their
26 job, including but not limited to, internet service, cell phones, telephones, and workstations

27 ***Defendants' Failure to Provide Missed, On-Duty, Short, and/or Late Meal Breaks***

28 54. At all times relevant hereto, Labor Code § 226.7 and IWC Wage Order, No. 4-2001, §

1 11, required employers to authorize, permit, and provide a meal period of not less than thirty (30)
2 minutes when the employee is completely relieved of all duty.

3 55. Plaintiffs and Aggrieved Employees did not waive their meal periods, by mutual
4 consent with Defendants or otherwise. Plaintiff is informed and believes, and based thereon alleges,
5 that Defendants failed to effectively communicate California meal period requirements to Plaintiff and
6 Aggrieved Employees.

7 56. Plaintiff is further informed and believes, and based thereon alleges, that as a matter of
8 policy and/or practice, Defendants routinely failed to provide Plaintiff and Aggrieved Employees, with
9 meal periods during which they were relived of all duties:

10 57. Specifically, throughout the Relevant Time Period, Defendants regularly:

- 11 a. Failed to provide Plaintiff and Aggrieved Employees with a first meal period of
12 not less than thirty (30) minutes during which they are relieved of all duty before
13 working more than five (5) hours;
- 14 b. Failed to provide Plaintiff and Aggrieved Employees with a second meal period
15 of not less than thirty (30) minutes during which they are relieved of all duty
16 before working more than ten (10) hours per day; and
- 17 c. Failed to pay Plaintiff and Aggrieved Employees one hour of pay at their regular
18 rate of compensation for each workday that a meal period was not provided or
19 missed, short, late, or on-duty; and
- 20 d. Failed to accurately record all meal periods.

21 ***Defendants' Failure to Provide and Pay for Missed, Short, Late, and On-Duty Rest Breaks***

22 58. At all times relevant hereto, Labor Code § 226.7 and IWC Wage Order, No. 4-2001, §
23 12, required employers to authorize, permit, and provide a ten (10) minute paid rest for each four (4)
24 hours of work, during which employees are relieved of all duty.

25 59. At all times relevant hereto, Labor Code § 226.7(b) and IWC Wage Order, No. 4-2001,
26 § 12 required employers to pay one hour of additional pay at the regular rate of compensation for each
27 employee and each workday that a proper rest period is not provided.

28 60. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to

effectively communicate California rest period requirements to Plaintiff and Aggrieved Employees. Plaintiff is further informed and believes and based thereon alleges that throughout the Relevant Time Period Defendants failed to provide rest periods.

61. Throughout the Relevant Time Period, Plaintiff and Aggrieved Employees were routinely denied the rest breaks they were entitled to under California law.

62. Specifically, throughout the Relevant Time Period, Defendant regularly:

- a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and Aggrieved Employees were relieved of all duty for each four (4) hours of work and able to take rest periods within the middle of the shift;
- b. Failed to pay Plaintiff and Aggrieved Employees one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not permitted or was missed, short, late, or on-duty.

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(Lab. Code §§ 2698 *et seq.*)

63. Plaintiff incorporates by reference the allegations set forth above.

64. Pursuant to California Labor Code § 2698 *et seq.*, Plaintiff is entitled to act as a private attorney general to assess and recover civil penalties against Defendant on behalf of Plaintiff and any other current or former employees of Defendants for violations of the California Labor Code.

65. In this case, Plaintiff, on behalf of herself and all other Aggrieved Employees, seeks relief for Defendant's unlawful employment policies, practices and procedures, which have resulted in the failure of Defendants to pay Plaintiff and members of the putative class all wages due to them including, minimum wages and overtime for all hours worked (Labor Code §§ 201.3, 204, 510, 558, 1174.5, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, and Wage Order 4); premium wages (Labor Code §§ 201.3, 226.7, 512, 1194.5 and Wage Order 4); penalties for failing to maintain accurate employment records (Labor Code §§ 226, 1174, 1174.5, 1194.5); penalties for failure to timely furnish accurate, itemized wage statements (Labor Code §§ 226, 226.3, 226.4, 1174, 1174.5, 1194.5, and 2810.5); penalties for wages due weekly and/or on termination (Labor Code §§ 201-203,

204, 201.3); penalties for failure to reimburse for business related expenses (Labor Code § 2802, and IWC Wage Order 4); penalties for failure to provide meal breaks and rest breaks (Labor Code §§ 226.7, 512(a), 516, and IWC Wage Order, No. 4-2001, §§ 10-12).

66. Plaintiff asserts claims on behalf of the following “Aggrieved Employees”:

- a. Aggrieved Employee Group: All persons employed as exempt customer service representatives (or similar job titles and/or duties as described in this complaint) by Defendants who, at any time from one year prior to the filing of the LWDA letter on December 21, 2020, to and through the date of judgment, worked one or more shifts in California Call Centers.
- b. Former Aggrieved Employee Group: All persons formerly employed as exempt customer service representatives (or similar job titles and/or duties) by Defendants who, at any time from one year prior to the filing of the LWDA letter on December 21, 2020, to and through the date of judgment.

67. Pursuant to *Labor Code* § 2699.3, an aggrieved employee, may commence a civil action arising under *Labor Code* § 2699 after the following requirements have been met:

- a. The aggrieved employee shall give written notice (hereinafter “Notice”) by certified mail to the Labor and Workforce Development Agency (hereinafter “Agency”) and the employer of the specific provisions of the Labor Code alleges to have been violated, including the facts and theories to support the alleges violation.
- b. The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the notice received. Upon receipt of that notice or if no notice is provided within sixty-five (65) calendar days of the postmark date of the notice, the aggrieved employee may commence a civil action pursuant to Section 2699.

68. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code Section 2699.3. Within the statutory time frame, Plaintiff, on behalf of herself and the

1 other Aggrieved Employees, gave the required notice to the Labor and Workforce Development
2 Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code alleged to
3 have been violated, including the facts and theories to support the alleged violations. See Exhibit “A”
4 attached hereto. Plaintiff also paid the \$75.00 fee to the LWDA pursuant to SB 836. More than sixty-
5 five (65) days have passed and the LWDA has not responded to Plaintiff’s letter. Furthermore, a copy
6 of this complaint is being provided to the LWDA the same day this document is filed with the Superior
7 Court.

8 **Penalties Authorized by PAGA**

9 69. Defendants violated Labor Code §§ 201-204, 210, 225.5, 221-223, 226(e), 226.3,
10 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1193.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198,
11 2698, 2699, 2802 and Wage Orders 4-2001, by violating the law as described in this complaint.

12 70. Plaintiff is entitled to recover 25% of any civil penalties assessed against Defendants
13 for such violations, with the remaining 75% of the recover being paid to the Labor and Workforce
14 Development Agency.

15 71. Labor Code section 2699(g) also provides for the payment of reasonable attorneys’ fees
16 and costs to a prevailing party seeking recovery under the Private Attorney General Act. Accordingly,
17 Plaintiff seeks to recover civil penalties, attorneys’ fees, and costs in an amount to be proven at trial
18 pursuant to any applicable provisions of the law.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 21 a. Civil penalties;
 - 22 b. Other penalties and fines permitted by law;
 - 23 c. Costs of suit;
 - 24 d. Injunctive Relief;
 - 25 e. Reasonable attorneys’ fees; and
 - 26 f. Such other relief as the Court deems just and proper.
- 27
28

1 DATED: March 3, 2021

CHRISTINA HUMPHREY LAW, P.C.
TOWER LEGAL GROUP

2
3 By: 
4 _____
5 CHRISTINA A. HUMPHREY
6 JAMES A. CLARK
7 RENEE ORTEGA
8 ARIEL A. PYTEL
9 Attorneys for Plaintiff
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EXHIBIT A



December 21, 2020

SUBMITTED TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

VIA ONLINE CLAIM NOTICE: <https://dir.tfaforms.net/295>

Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

Filed online at dir.ca.gov

VIA CERTIFIED MAIL RETURN SIGNATURE RECEIPT REQUESTED TO:

CITIZENS TELECOM SERVICES COMPANY, LLC.

401 MERRITT 7

NORWALK, CT 06851

-And -

FRONTIER COMMUNICATIONS CORPORATION

401 MERRITT 7

NORWALK CT 06851

**RE: Shanon Dockery, et al. v. Citizens Telecom Services Company, LLC and
Frontier Communications Corporation, et. al.**

PAGA Administrator and To Whom It May Concern,

This office, along with Christina Humphrey Law, P.C., has been retained by Shanon Dockery, Employee ID 078681, in connection with claims arising out of her employment with Citizens Telecom Service Company and Frontier Communications Corporation, acting as dual employers.

Pursuant to *Labor Code* 2699.3, please accept this as notice that Shanon Dockery (“Plaintiff”) and other employees similarly situated, allege that Citizens Telecom Service Company and Frontier Communications Corporation, acting as dual employers, (hereinafter “Defendants”) violated, and continues to violate, provisions of the California Labor Code including, but not limited to, Labor Code §§ 201, 202, 203, 204, 221-223, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802 and 2699.

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LWDA

Re: Shanon Dockery, et al. v. Citizens Telecom Services Company, LLC, Frontier Communications Company, et al.

December 18, 2020

Page 2

Plaintiff and others worked as customer service analysts, customer service specialists and other similar job titles/positions that perform same or similar duties (described below) for Defendants. Throughout their employment, Defendants mis-classified Plaintiff and others with the same or similar job titles and responsibilities as exempt employees under state wage and hour laws. Plaintiff and others should have been classified as non-exempt employees. In doing so, Defendants have violated numerous California labor code sections as described herein.

Defendants operate call and trouble-shooting services in California, whereas hourly employees handle phone calls and internet chats with Defendants' internal and external customers regarding various issues on their accounts related to services provided by Defendants. Plaintiff and other employees were mis-classified as an exempt employees, but should have been classified as non-exempt entitling them to overtime and other benefits. Plaintiff and others similarly situated employees job duties were to handle phone calls and internet chats related to internal and external customer service and to troubleshoot internal and external problems according to company policy that were related to, but not limited to, telecom and internet services, billings, orders, new service requests, disconnection of services, changes to existing services, moving existing services, correction orders, determining pricing and specials, contracts, billing and fees explanations, reconciliations, renewal of contracts, issuing service contracts, and database research.

Defendant failed to pay Plaintiff and other employees for all time worked for Defendants. Plaintiff and other employees routinely worked beyond eight hours per day and beyond forty hours per week, and defendants required Plaintiff and other employees to provide their own business-related expenses, such as workstations, internet service and phone service. Defendants failed to keep accurate time records and failed to compensate for missed overtime and missed meal/rest periods.

Plaintiff is an "aggrieved employee" as defined in Labor Code section 2699, subdivision (a) and brings this Private Attorney General's Act action on behalf of herself and all other aggrieved employees. Plaintiff, on behalf of herself and other aggrieved employees, seeks penalties under the Private Attorney General's Act (Labor Code § 2698, *et seq.*). The specific provisions of the Labor Code allegedly violated, and the facts and theories which support said alleged violations, are as follows:

Failure to Pay Minimum Wages and Designated Rates

Defendant mis-classified Plaintiff and other aggrieved employees as exempt and paid them on a salary basis. As a matter of policy and/or practice, Defendant routinely required Plaintiff and other aggrieved employees to work in excess of 8 hours per day and forty hours per week, and failed to compensate them for this time. Plaintiff routinely worked over eight hours per day, and over forty hours per week, and was not compensated for all hours worked.

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As a result, Defendant violated Labor Code §§ 204, 1182.12, 1197 and Wage Order No. 4 due to their failure to pay minimum wages and designated rates for all hours worked. Labor Code § 1194.2 entitles Plaintiff and other aggrieved employees to recover liquidated damages in an amount equal to the unpaid wages and interest thereon.

Failure to Pay Overtime Compensation

Due to Defendant's practice of requiring Plaintiff and other aggrieved employees to work portions of the day during which they were subject to Defendant's control without pay, Defendant failed to properly record actual hours worked by Plaintiff and other aggrieved employees and failed to pay overtime wages for the actual amount of overtime worked.

The Defendant's actions violate Labor Code § 1194, § 1198, § 510(a), and Wage Order No. 4 due to their failure to pay overtime wages equal to one and one half times the employee's regular rate for hours worked over eight per day and forty per workweek or double the employee's regular rate for all hours worked in excess of twelve hours in any workday or eight hours on the seventh day of work in any one workweek.

Failure to Pay Compensation Timely and Timely at Time of Termination

As a result of the failures of the Defendant to keep adequate employment records including records of hours worked and overtime Plaintiff and aggrieved employees were not paid all compensation owed during regular pay periods and at the time of termination. The Defendant's failure to pay all outstanding compensation owed at the time of termination violates Labor Code § 201-204.

Failure to Provide Accurate Itemized Wage Statements

Labor Code § 226(a) requires every employer to provide employees with itemized wage statements that accurately reflect, among other things, earning rate per hour worked, overtime hours, overtime earnings or total overtime hours worked. The Defendant consistently violated this Labor Code provision and labor Code § 1174 through Defendant's failure to accurately keep track of all hours worked by Plaintiff and aggrieved employees. Hours worked included time worked without being paid by the Defendant as well as missed meal and rest breaks.

Failure to Reimburse for Business Related Expenses

Labor Code 2802 requires (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though

LWDA

Re: Shanon Dockery, et al. v. Citizens Telecom Services Company, LLC, Frontier Communications Company, et al.

December 18, 2020

Page 4

unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendants required Plaintiff and other aggrieved employees to provide and pay their own expenses to perform their duties, including but not limited to, internet service, cell phone, telephone and workstations.

Failure to Provide and/or Authorize Meal or Rest Periods

Labor Code sections 226.7 and 512(a) provide that no employer shall require an employee to work during any lawfully mandated meal periods, and, provides an employer may not require, cause, or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted meal period of not less than thirty minutes. In addition, an employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes.

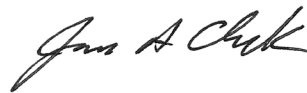
Labor Code 226.7 and the applicable IWC Wage Order required and requires every employer subject to the Wage Orders to authorize and permit rest periods at the rate of ten minutes net rest time per four hours or major fraction thereof.

Defendants failed to provide Plaintiff and other similarly situated with lawful meal and rest periods, failed to pay Plaintiff and others similarly situated for rest periods, and failed to pay premiums for missed meal and rest periods to Plaintiff and others while employed with Defendants. In addition, Defendants failed to properly record meal periods.

As a result of the violations of numerous provisions of California law, the Plaintiff and other Aggrieved Employees are civil penalties allowed by law pursuant to CA Labor Code §§ 201.3, 203, 204, 210, 221-223, 225.5, 226(e), 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1193.5, 1194, 1194.2(a), 1197.1, 1194.5, 1198, 2699; and Wage Order 4-2001.

Plaintiff respectfully requests that the LWDA notify this office within sixty (60) days if it wishes to investigate this matter further. A copy is being sent via certified mail, return receipt, to Defendants.

Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.



James A. Clark
Attorney for Plaintiff Shanon Dockery
and others similarly situated

LWDA

Re: Shanon Dockery, et al. v. Citizens Telecom Services Company, LLC, Frontier Communications Company, et al.

December 18, 2020

Page 5

Cc: CITIZENS TELECOM SERVICES COMPANY, LLC
401 MERRITT 7
NORWALK CT 06851

Registered Agent for Service of Process
CSC – Lawyers Inc
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Cc: FRONTIER COMMUNICATIONS CORPORATION
401 MERRITT 7
NORWALK CT 06851

Registered Agent for Service of Process
CSC – Lawyers Inc
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Cc: Christina A. Humphrey, Esq
8330 Allison Avenue, Ste. C
La Mesa, CA 91942
(co-counsel for Plaintiff and others similarly situated)

1 **PROOF OF SERVICE**

2 SHANON DOCKERY v. CITIZENS TELECOM SERVICES COMPANY, LLC; and FRONTIER
3 COMMUNICATIONS CORPORATION

4 I, James A. Clark, declare that: I am a citizen of the United States and am over the age of
5 eighteen years and not a party to the within above-entitled action. My business address is 11335
6 Gold Express Drive, Suite 105, Gold River, CA 95670.

7 On the date set forth below, I served the within document:

8 **Plaintiff Dockery PAGA Notice**

9 **VIA CERTIFIED MAIL RETURN SIGNATURE RECEIPT REQUESTED TO:**

10 CITIZENS TELECOM SERVICES COMPANY, LLC.
11 401 MERRITT 7
12 NORWALK, CT 06851

13 -And -

14 FRONTIER COMMUNICATIONS CORPORATION
15 401 MERRITT 7
16 NORWALK CT 06851

17 ☒ BY MAIL: I am familiar with this firm's practice for the collection and processing of
18 correspondence for mailing with the United States Postal Service and that each day's
19 mail is deposited with the United States Postal Service that same day in the ordinary
20 course of business. On the date set forth below, I served the aforementioned document(s)
21 on the parties in said action by placing a true and correct copy thereof enclosed in a sealed
22 envelope, certified return signature receipt requested, with postage thereon fully prepaid,
23 for collection and mailing on this date, following ordinary business practices, at
24 Sacramento, CA, addressed as set forth above.

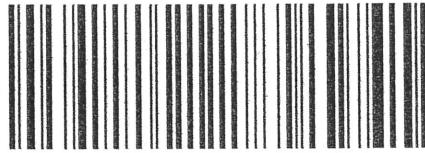
25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct, and that this declaration was executed on December 21, 2020 at
27 Gold River, CA.

28 

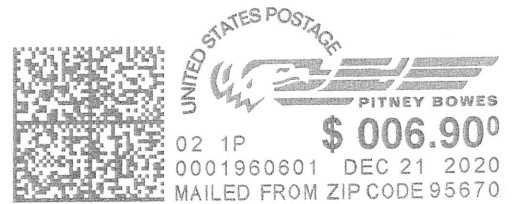
James A. Clark

egal Group
old Express Drive, Suite 105
anto, CA 95670

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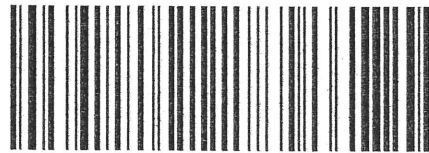
7015 0640 0000 1168 6357



CSC – Lawyers Incorporating Service
c/o: Citizens Telecom Services Co.
2710 Gateway Oaks Drive Suite 150N
Sacramento, CA 95833

gal Group
ld Express Drive, Suite 105
nto, CA 95670

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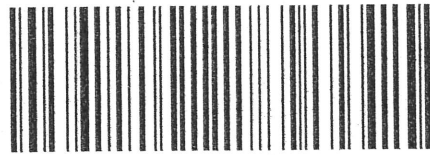


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CITIZENS TELECOM SERVICES COMPANY, LLC
401 MERRITT 7
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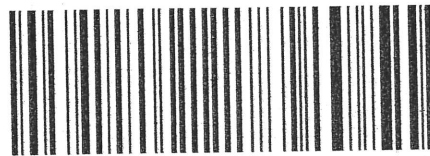


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2710 Gateway Oaks Drive Suite 150N
Sacramento, CA 95833

Legal Group
Gold Express Drive, Suite 105
Sacramento, CA 95670



7015 0640 0000 1168 6388



FRONTIER COMMUNICATIONS CORPORATION
401 MERRITT 7
NORWALK CT 06851

SENDER: COMPLETE THIS SECTION

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Frontier Comm. Co.
401 Merritt #7
Norwalk, CT 06851

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☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name)
401 MERRITT #7
NORWALK, CONNECTICUT 06851

C. Date of Delivery
DEC 30 2020

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery

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Citizens Telecom Serv. Co.
401 Merritt #7
Norwalk, CT 06851

2. Article Number (Transfer from service label)
9590 9403 0131 5077 7239 71

3. Service Type
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☐ Adult Signature Restricted Delivery
☐ Certified Mail®
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☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation™
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Priority Mail Express®
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CSC - L.I.S.
401 Frontier Comm
2710 Gateway Oaks Dr. 150N
Sacramento, CA 95833

2. Article Number (Transfer from service label)
9590 9403 0131 5077 7238 10

3. Service Type
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☐ Return Receipt for Merchandise
☐ Signature Confirmation Restricted Delivery
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Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name)
SUSIE VANDERKAM
DEC 30 2020

C. Date of Delivery
DEC 30 2020

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Adult Signature
☐ Adult Signature Restricted Delivery
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☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery

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SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

1. Article Addressed to:
CSC - L.I.S.
c/o Citizens Telecoms.
2710 Gateway Oaks Dr. 150N
Sacramento, CA 95833

2. Article Number (Transfer from service label)
9590 9403 0131 5077 7237 97

3. Service Type
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
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☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation™
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☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name)
SUSIE VANDERKAM
DEC 30 2020

C. Date of Delivery
DEC 30 2020

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
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☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
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WESTCHESTER NY 105

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Case Information

Case Number: LWDA-CM-816077-20

Plaintiff for PAGA Case: Shanon Dockery

Filer/Attorney for PAGA Case: James Clark

Law Firm for PAGA Plaintiff: Tower Legal Group, PC

Employer: CITIZENS TELECOM SERVICES COMPANY, LLC.

Date Case Received:

Filer for Employer:

Employer Filer Firm:

Court Type:

Court Name:

PAGA Court Case Number:

Violation Type:

Related BOFE Case:

Submission Details

Actions	Attachment Name	Description	Date Submitted	Type
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Case Information

Case Number: LWDA-CM-816077-20
Plaintiff for PAGA Case: Shanon Dockery
Filer/Attorney for PAGA Case: James Clark
Law Firm for PAGA Plaintiff: Tower Legal Group, PC
Employer: CITIZENS TELECOM SERVICES COMPANY, LLC.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
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