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Attorneys for Defendants

FRONTIER COMMUNICATIONS CORPORATION

and CITIZENS TELECOM SERVICES COMPANY, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

SHHANON DOCKERY, on behalf of herself
and all employees similarly situated,

Plaintiff,

v.

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-CU-OE-GDS

**DECLARATION OF JAMES A. CLARK
IN SUPPORT OF JOINT STIPULATION
TO DISMISS ENTIRE ACTION
PURSUANT TO AN INDIVIDUAL
SETTLEMENT**

Action Filed: March 3, 2021

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1. I am an active member in good standing of the State Bar of California. I am an attorney with the law firm TOWER LEGAL GROUP, P.C., counsel of record for Plaintiff Shanon Dockery (“Plaintiff”) in the above-captioned matter. I have personal knowledge of the matters set forth in this declaration and, if called upon as a witness to this proceeding, could and would competently testify thereto. I submit this declaration in support of the Joint Stipulation to Dismiss Entire Action Pursuant to Individual Settlement

3. On or about March 9, 2021, Dockery filed a hybrid collective action under the Fair Labor Standards Act (“FLSA”) and a class action under California law in the United States District Court for the Eastern District of California, captioned *Dockery v. Frontier Communications Corporation*, Case No. 2:21-cv-00416-TLN-CKD (the “Federal Action”), alleging 13 causes of action under the FLSA, the California Labor Code, the California Unfair Competition Law, and ERISA (the “Federal Action”).

26 5. On or about August 24, 2021, the Court granted Defendants' motion to stay this
27 Action pending resolution of the Federal Action.

1 6. On or about July 8, 2021, Defendants filed a Motion to Dismiss Plaintiff’s complaint
2 in the Federal Action.

3 7. On or about July 29, 2021, which Plaintiff voluntarily amended her complaint by
4 filing a First Amended Complaint.

5 8. On or about August 26, 2021, Citizens filed a Motion to Dismiss the First Amended
6 Complaint in the Federal Action.¹

7 9. On or about October 5, 2021, Plaintiff filed a Motion for Conditional Certification
8 of a Collective Action under the FLSA and Request to Facilitate Notice in the Federal Action.

9 10. Plaintiff opposed Frontier’s Motion to Dismiss and Frontier opposed Plaintiff’s
10 Motion for Conditional Certification in the Federal Action.

11 11. On or about March 31, 2023, the Court in the Federal Action dismissed Plaintiff’s
12 First Amended Complaint without prejudice and denied Plaintiff’s motion for conditional
13 certification without prejudice.

14 12. On or about April 28, 2023, Plaintiff filed a Second Amended Complaint.

15 13. After the Court’s rulings, counsel for the parties engaged in arms’-length
16 negotiations regarding potentially resolving this Action and the Federal Action and, after significant
17 back-and-forth over the course of over five months, the parties ultimately agreed to settle all of
18 Plaintiff’s claims on an individual basis, including Plaintiff’s individual claims under PAGA.

19 14. As a result of the negotiations, on or about October 24, 2023, Plaintiff and
20 Defendants entered into a Settlement Agreement and Release (the “Settlement Agreement”)
21 pursuant to which they agreed to resolve all of Plaintiff’s claims in their entirety.

22 15. Plaintiff has received no consideration (nor any promise of any consideration), direct
23 or indirect, for the dismissal of any class action claims or causes of action, or for the dismissal of
24 the claims of other alleged “aggrieved employees” under PAGA.

25 _____
26 ¹ The First Amended Complaint dismissed Frontier, which was not Plaintiff’s employer, as a
27 defendant in the Federal Action.

1 16. The parties' settlement is conditioned on the Court's approval of the dismissal of this
2 Action.

3 17. To date, no collective action has been certified (conditionally or otherwise) in the
4 Federal Action. In addition, no determination has been made that this Action can progress as a
5 representative action under PAGA, nor has any notice been disseminated to other current or former
6 employees of Defendants regarding Plaintiff's alleged PAGA claims. Furthermore, a dismissal
7 without prejudice of the alleged "aggrieved employees" potential claims under PAGA would relieve
8 any necessity to notify such employees of this dismissal, as the dismissal of the representative claims
9 without prejudice will not impact the rights of alleged aggrieved employees.

10 18. The Parties acknowledge and agree that neither the settlement nor the Court's entry
11 of an Order approving the settlement preclude Defendants' other employees from filing their own
12 claims, including their own PAGA claims should they desire to do so, as such claims are being
13 dismissed without prejudice.

14 19. On November 16, 2023, pursuant to California Labor Workforce Development
15 Agency ("LWDA") requirements, my office submitted a copy of the Settlement Agreement to the
16 LWDA.

17 20. On November 16, 2023, my office also mailed to the PAGA Administrator a letter
18 notice of the Settlement Agreement ("Notice"). This notification requested the LWDA inform
19 Plaintiff's counsel within 14 days if the LWDA has an objection to the settlement.

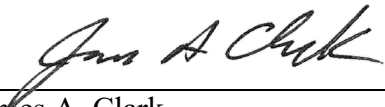
20 21. To date, the LWDA has not objected to the Notice.

21 22. The parties are agreeable to providing further detail regarding the individual
22 settlement during an *in camera* review to the extent the Court finds such a hearing necessary.

23
24 I declare under penalty of perjury under the laws of California that the foregoing is true
25 and correct.

1 Dated: November 16, 2023

TOWER LEGAL GROUP, P.C.

2
3 By: 
4 James A. Clark
Attorney for Plaintiff Shanon Dockery

1 **PROOF OF SERVICE**

2 I am employed in the County of Sacramento; I am over the age of eighteen years and am not a
3 party to the within action; and my business address is 11335 Gold Express Drive, Suite 105,
Sacramento, CA 95670.

4 On **November 16, 2023** I served the document(s) described as **DECLARATION OF JAMES**
5 **A. CLARK IN SUPPORT OF JOINT STIPULATION TO DISMISS ENTIRE ACTION**
6 **PURSUANT TO AN INDIVIDUAL SETTLEMENT** on the party (or parties) in this action by
delivering a true copy (or copies) addressed as follows:

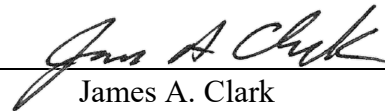
7 Ruth Zadikany
8 RZadikany@mayerbrown.com
Mayer Brown LLP
333 S. Grand Avenue, 47th Floor
Los Angeles, CA 90071

10 **XXX BY ELECTRONIC TRANSMISSION:** I caused such document to be served on this date
11 by electronic transmission in accordance with the standard procedures and to the e-mail
address listed above.

12 ☐ **BY OVERNIGHT DELIVERY:** I enclosed the document(s) in an envelope (or
13 envelopes) or package (or packages) provided by an overnight-delivery carrier and
14 addressed to the person(s) at the address(es) above. I placed the envelope(s) or package(s)
for collection and overnight delivery at an office or a regularly utilized drop-box of the
overnight-delivery carrier.

15 ☐ **BY HAND DELIVERY:** I caused an envelope (or envelopes) containing the document(s)
16 to be delivered by hand to the office(s) of the addressee(s).

17 I declare under penalty of perjury under the laws of the State of California and the United States
that the foregoing is true and correct. Executed on **November 16, 2023** at Sacramento, California.

18
19 
James A. Clark