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Attorneys for Plaintiff,
SHANNON DOCKERY,
on behalf of herself and all employees similarly situated.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

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

Plaintiffs,

v.

FRONTIER COMMUNICATIONS,
CORPORATION, A Delaware Corporation;
CITIZENS TELECOM SERVICES
COMPANY, LLC., a Delaware corporation;
and DOES 1-100 inclusive,

Defendants.

) **CASE NO.**

) **CLASS ACTION AND COLLECTIVE**
) **ACTION COMPLAINT FOR :**

-) **1. DECLARATORY RELIEF**
-) **2. FLSA: FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES**
-) **3. FAILURE TO PAY MINIMUM WAGE/OVERTIME**
-) **4. PAYMENT OF WAGES BELOW DESIGNATED RATE**
-) **5. FAILURE TO PROVIDE MEAL PERIODS**
-) **6. FAILURE TO PROVIDE REST PERIODS**
-) **7. FAILURE TO REIMBURSE/ILLEGAL DEDUCTIONS**
-) **8. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
-) **9. FAILURE TO PAY COMPENSATION TIMELY AND AT THE TIME OF TERMINATION**
-) **10. FOR WAITING TIME PENALTIES**
-) **11. VIOLATION OF ERISA § 502(a)(3)**
-) **12. VIOLATION OF ERISA §§ 1001 et seq.**
-) **13. CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.**

DEMAND FOR JURY TRIAL

1 Plaintiff, SHANNON DOCKERY, on behalf of herself and putative and collective class
2 members (collectively “Plaintiffs”), hereby files this Complaint against Defendants FRONTIER
3 COMMUNICATIONS CORPORATION (hereinafter referred to as “Frontier”) and CITIZENS
4 TELECOM SERVICES COMPANY, LLC., (hereinafter referred to as “Citizens Telecom”), a
5 Delaware corporation, and DOES 1 to 100, inclusive (hereinafter collectively referred to as
6 “Defendants”). Plaintiff is informed and believes, and on the basis of that information and belief
7 alleges, as follows:

8 **INTRODUCTION**

9 1. Defendants are telecommunications service providers that operate call and trouble-
10 shooting services in California, and throughout the United States. Plaintiff was a customer service
11 analyst or customer service representative working for Defendants in California. Throughout the
12 relevant time period, Plaintiff and other customer service analysts or customer service representatives
13 were generally responsible for to handle phone calls and internet chats related to internal and external
14 customer service and to troubleshoot internal and external problems according to company policy that
15 were related to, but not limited to, telecom and internet services, billings, orders, new service requests,
16 disconnection of services, changes to existing services, moving existing services, correction orders,
17 determining pricing and specials, contracts, billing and fees explanations, reconciliations, renewal of
18 contracts, issuing service contracts, and database research. This action is brought on behalf of
19 Plaintiffs and similarly situated customer service representatives.

20 2. At all times relevant hereto, Defendants failed to fully compensate customer service
21 analysts or customer service representatives at least minimum wage and/or designated rates for all
22 hours worked in violation of the FLSA and Labor Code Sections 221-223, 510, 1182.12, 1194, 1194.2,
23 1197, 1198, and Wage Order number 4 (“IWC Wage Order No. 4”).

24 3. At all times relevant hereto, Defendants failed to pay Plaintiffs overtime wages in
25 violation of the FLSA and Labor Code Sections 1194, 1198, 510(a), and Wage Order number 4
26 (“IWC Wage Order No. 4”).

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1 4. At all times relevant hereto, Defendants failed to pay Plaintiffs premium wages in
2 violation of Labor Code Sections 226.7, 512, 1194.5, and Wage Order number 7 (“IWC Wage Order
3 No. 4”).

4 5. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
5 failed to maintain documentation of the actual hours worked each day by Plaintiffs, all wages earned
6 and meal breaks taken in violation of Labor Code sections 226, 1174, and the Wage Order 4.

7 6. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
8 to indemnify Plaintiffs for employment-related expenses including, but not limited to, but not limited
9 to, internet service, cell phone, telephone and workstations, in violation of Labor Code section 2802
10 and IWC Wage Order No. 4.

11 7. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
12 to pay Plaintiffs all wages due and owing upon regular payroll and termination of employment
13 including, but not limited to, repayment of all unlawful deductions from wages, payment of minimum
14 wage compensation in violation of Labor Code sections 201-203, 204, and 221.

15 8. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
16 failed to provide Plaintiffs with meal breaks and rest breaks and failed to pay for rest breaks, and
17 premium wages for on-duty, missed, short, and/or late meal or rest breaks in violation of Labor Code
18 §§ 226.7, 512, 516, and IWC Wage Order, No. 4-2001, §§ 10-12.

19 9. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
20 knowingly and intentionally provided Plaintiffs with wage statements that, among other things, do not
21 show all wages earned, all hours worked, all applicable pay rates, all applicable piece rates, all units
22 earned, and applicable commission rates.

PARTIES

A. Plaintiff

24 10. Plaintiff SHANNON DOCKERY is an individual over the age of eighteen (18), is now,
25 and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State
26 of California, worked for Defendants in California and was denied the benefits and protections of the
27 California Labor Code, IWC Wage Order Number Four, and the FLSA, as asserted herein. Plaintiff
28

1 worked for Defendants during the class period in the County of Sacramento. Attached hereto as
2 Exhibit “A” is Plaintiff’s Consent to Join Form.

3 11. Defendants employed Plaintiff Shannon Dockery as a customer service analyst or
4 customer service representative for Defendants. Throughout her employment, Defendants mis-
5 classified Plaintiff Dockery and others with the same or similar job titles and responsibilities as
6 exempt employees under state wage and hour laws. Plaintiff and others should have been classified
7 as non-exempt employees. In doing so, Defendants have violated numerous California labor code
8 sections as described herein.

9 12. Defendants operate call centers and trouble-shooting centers in California, as well as
10 other locations within California and the United States, whereas call center employees handle phone
11 calls and internet chats with Defendants’ internal and external customers regarding various issues on
12 their accounts related to telephone and internet services provided by Defendants.

13 **B. Defendants**

14 13. At all relevant times herein, Defendant Frontier Communications Corporation is a
15 Delaware corporation which, on information and belief, is conducting business in good standing in
16 California.

17 14. Defendant Citizens Telecom Services Company is a Delaware corporation which, on
18 information and belief, is conducting business in good standing in California.

19 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants Frontier
20 and Citizens Telecom, are corporations that did business in the State of California and the County of
21 Sacramento and is engaged in operating call and trouble-shooting services.

22 16. Plaintiff is informed and believes and based thereon alleges that some of the
23 defendants may be liable to Plaintiff under legal theories and doctrines including but not limited to
24 (1) joint or dual employers; (2) integrated enterprise; (3) agency; and/or (4) alter ego; based in part,
25 on the facts set forth below.

26 17. DOES 1 to 100, inclusive, are now, and/or at all times mentioned in this Complaint
27 were, licensed to do business and/or actually doing business in the State of California. Plaintiff does
28 not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 to 100,

1 inclusive, and for that reason, DOES 1 to 100 are sued under such fictitious names. Plaintiff will seek
2 leave of court to amend this Complaint to allege such names and capacities as soon as they are
3 ascertained.

4 18. Plaintiff is informed and believes and based upon such information and belief alleges
5 that Defendants, and each of them, are now and/or at all times mentioned in this Complaint were, in
6 some manner, legally responsible for the events, happenings and circumstances alleged in this
7 Complaint.

8 19. Plaintiff is further informed and believes, and based upon such information and belief
9 alleges, that at all times herein mentioned, all Defendants, and each of them, were and are the agents,
10 servants, employees, joint venturers, alter egos and/or partners of each of the other Defendants, and
11 were, at all such times, acting within the course and scope of said employment and/or agency;
12 furthermore, that each and every Defendant herein, while acting as a high corporate officer, director
13 and/or managing agent, principal and/or employer, expressly directed, consented to, approved,
14 affirmed and ratified each and every action taken by the other co-Defendants, as herein alleges and
15 was responsible in whole or in part for the matters referred to herein.

16 20. Plaintiff is further informed and believes, and based upon such information and belief
17 alleges, that at all times herein mentioned, Defendants, and each of them, proximately caused Plaintiff,
18 all others similarly situated, and the general public to be subjected to the unlawful practices, wrongs,
19 complaints, injuries and/or damages alleges in this Complaint.

20 21. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
21 were members of and/or engaged in a joint venture, partnership and common enterprise, and were
22 acting within the course and scope of, and in pursuit of said joint venture, partnership and common
23 enterprise and, as such were co-employers of Plaintiff and others similarly situated.

24 22. Defendants, and each of them, at all times mentioned in this Complaint, concurred with,
25 contributed to, approved of, aided and abetted, condoned and/or otherwise ratified, the various acts
26 and omissions of each and every one of the other Defendants in proximately causing the injuries and/or
27 damages alleges in this Complaint.

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