

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 1:24-cv-2004

THOMAS DAVIS,

Plaintiff,

v.

WELLS FARGO BANK, N.A.,

Defendant.

COMPLAINT AND JURY DEMAND

Plaintiff, Thomas Davis, through his counsel, Ciancio Ciancio Brown, P.C., alleges the following:

I. INTRODUCTION

1. Plaintiff Thomas Davis (Mr. Davis) is a former employee of Wells Fargo Bank, N.A. (WF). Mr. Davis was a contributing and decorated banker for over six years who loved his choice of career and employer. He received awards for exceptional service and results and was promoted four times within six years. Mr. Davis was awarded Colorado's highest annual service award multiple times during his tenure with trips away. Mr. Davis managed a book worth more than \$192 million in direct assets, higher than 95% of his peers. Mr. Davis oversaw the development of his peers, mentoring and helping them with complex issues.

Mr. Davis reported a pay disparity between his position and junior positions he was coaching and reported how his managers were requiring junior team members to identify

and weed out potential customers by using racial and socioeconomic markers. After making his reports, Mr. Davis was disproportionately scrutinized by superiors on elements of his work and in April 2023, he was investigated for alleged unethical behavior. He was then pulled into numerous meetings regarding his scheduled FMLA/Short-Term Disability leave. WF recalled Mr. Davis early from previously approved leave to summarily terminate his employment.

2. Arising from these allegations, Plaintiff's complaint alleges claims for relief for unlawful retaliation and discrimination in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as amended (Title VII) and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* (ADAAA); unlawful retaliation under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*, (FLSA); and unlawful interference and retaliation under the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.* (FMLA). Plaintiff also alleges pendent state law claims of civil rights violations under the Colorado Anti-Discrimination Act, Colo. Rev. Stat. § 24-34-402, *et seq.*, (CADA) the Colorado Wage Transparency Act, (CADA); the tort of retaliatory discharge in violation of public policy; and a claim for breach of implied contract.

II. JURISDICTION AND VENUE

3. Jurisdiction is proper in this judicial District because Plaintiff alleges violations of his rights under Title VII, ADAAA, FLSA, and FMLA, and this action is between citizens of different states with the amount in controversy exceeding \$75,000, exclusive of interest and costs.

4. Plaintiff requests this Court exercise supplemental jurisdiction over his claims under Colorado law pursuant to 28 U.S.C. § 1367, as those claims arise from the same case and controversy as the claims over which this Court has original jurisdiction.

5. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1391(b). A substantial part of the events or omissions giving rise to Plaintiff's claims occurred within the jurisdiction of the United States District Court for the District of Colorado.

6. Plaintiff has complied with all administrative, jurisdictional, and legal prerequisites for the filing of this action. Specifically, on April 14, 2023, Plaintiff dual-filed a Charge of Discrimination with the Colorado Office of the Equal Employment Opportunity Commission and Colorado Civil Rights Division alleging retaliation and discrimination under Title VII, ADA, and CADA and received his Notices of Right to Sue. This *Complaint and Jury Demand* is filed within ninety days of both Notices.

III. PARTIES

7. At all relevant times, Plaintiff is a citizen of the State of Colorado.

8. At all relevant times, WF is a foreign entity qualified to do, and is doing, business in the State of Colorado, with a principal place of business located at 420 Montgomery Street, San Francisco, California 94104.

9. WF engaged in an industry affecting commerce, employing fifty or more persons within a 75-mile radius of Plaintiff's workplace for each working day for at least twenty workweeks in the year preceding Plaintiff's leave, and was an "employer" under Title VII, ADA, FLSA, FMLA, and CADA at all relevant times.

10. Specifically, WF is one of the largest banking institutions in the United States providing a wide variety of financial services to individuals and businesses through interstate commerce earning revenue in excess of \$500,000 annually.

11. At all relevant times, WF was acting through its agents, subagents, representatives, or its own employees or supervising employees, each of whom was acting within the course and scope of his or her agency or employment.

IV. GENERAL ALLEGATIONS

A. Mr. Davis's Employment Background

12. Mr. Davis was hired by WF on June 6, 2016 as a Personal Banker and has a record of being highly awarded for exceptional service and results during his seven years of employment.

13. Within his first six months of employment, Mr. Davis received his first major award. Within his first six years of employment, Mr. Davis was promoted four times.

14. Mr. Davis was promoted to Senior Branch Premier Banker in 2019, a role in which he was responsible for providing a full range of services to affluent customers to help them succeed financially, while understanding and managing risks at WF by ensuring compliance with applicable laws, rules, and regulations.

15. Mr. Davis managed a book of business worth more than \$192 million in direct assets; for context, this is higher than 95% of Mr. Davis's similarly-situated comparators.

16. From June 18, 2022 through February 12, 2023, Mr. Davis reported to Branch Manager Diana Flores, who in turn reported to District Senior Manager Ryan Zender.

17. Within a week of Mr. Davis's February 13, 2023 transfer to Boulder-Main, he was temporarily reporting director to Mr. Zender.

18. Mr. Davis directly reported to Branch Manager Shane Rhodes from May 16, 2023 through WF's termination of his employment on July 13, 2023.

B. Mr. Davis's Reports of WF Discriminatory Practices

19. On or about September 22, 2022, Mr. Davis submitted a complaint to the WF EthicsLine stating that Mr. Zender encouraged bankers to profile customers based on their race and appearance. Specifically, Keith Lobis, Area President for Colorado, and his management team implemented "pre appointment assessments" based on a potential customer's physical appearance, including race, brand of apparel, overall appearance, etc. to evaluate what WF products would fit that potential customer. Mr. Davis reported directly to management, Ms. Flores, that it was against WF policy to judge a potential customer in the manner Mr. Lobis insisted. Mr. Davis was told to implement the assessments and he witnessed junior bankers implementing the assessments.

20. Mr. Davis also reported that he and other employees faced sales pressure from Mr. Zender to meet unrealistic sales goals in investments, loans, and deposits to avoid a negative performance review or termination.

21. WF's Enterprise Investigations (EI) determined that Mr. Zender violated the Sales Practices Risk Management and Oversight Policy by engaging in sales pressure

regarding setting unrealistic sales goals for his team and violated the Performance Management Policy by delivering Performance Reviews before the approved timeframe.

C. Mr. Davis's Reports of WF Unfair Wages

22. In or about November, 2022, Mr. Davis grew concerned that his pay was substantially lower than that of peers with less tenure and significantly less experience.

23. Mr. Davis discovered that the lowest wage offered for positions more junior than his paid more than WF was paying him.

24. Mr. Davis reported the pay disparity between his position and junior positions that he was coaching to his District Senior Manager, Mr. Zender. Mr. Zender demanded Mr. Davis cease discussing wages with coworkers, stating it was a violation of WF policy for him to do so.

25. Other managers reiterated to Mr. Davis multiple times to stop discussing his wages and stated that it was a terminable offense.

26. Upon information and belief, WF terminated Mr. Zender on March 1, 2023 based on one or more of Mr. Davis's reports.

D. Mr. Davis's Experience of WF Acts of Retaliation

27. Within two and a half weeks of Mr. Davis's reports of discrimination or unethical practices, WF began scrutinizing Plaintiff's performance much more closely, even critiquing the font Plaintiff used in his email signature. WF began monitoring Plaintiff's work calendar and claiming that his performance was unsatisfactory. Mr. Davis's performance reports went from the "highest possible" rating and "outperformer" to "needs improvement" with no WF feedback as to how or why.

28. When the average annual raise at Mr. Davis's branch in January 2023 was 6-8%, Mr. Davis received a 1% raise without explanation. At the time, Mr. Davis was the most experienced member on his team and was in a leadership role because of his performance.

29. On or about March 2023, WF heightened Mr. Davis's performance metrics stating he needed to close \$3 million in new accounts every month rather than per quarter, as had been his previous standard and congruent with industry standard.

30. WF began reassigning clients to other bankers which made it harder for Mr. Davis to hit his metrics.

31. As a result of the ongoing retaliation, Mr. Davis sought to transfer to another branch but Mr. Zender kept "losing" his resume/applications delaying his transfer.

32. Mr. Davis eventually was transferred and took over as acting branch manager. Despite difficulty in performing a role without requested training, he was able to keep the branch stable and his employees made significantly fewer errors than those at other branches.

33. Although WF assigned Mr. Davis greater responsibilities, it provided him no additional compensation.

34. In April 2023, WF's scrutiny of Mr. Davis escalated to a point that WF initiated an investigation of him for alleged unethical behavior. Mr. Davis fully cooperated with the investigation though he was never told what the investigation was for or which customer it concerned.

35. As part of the internal WF investigation, Mr. Davis was required to explain his understanding of relevant WF policies and what acts or omissions constituted unethical client interactions.

36. The investigator advised Mr. Davis that there was nothing to support an allegation that he had engaged in any unethical conduct and that a report would be furnished to WF management. The investigator informed Mr. Davis, in April 2023, that the case would be closed.

E. Medically Necessary Surgery

37. Around March 2023, Plaintiff shared with WF the need for a necessary medical procedure; specifically, surgery on both of his feet to remove a coalition of nerves with connective tissue and part of the bone in his heels. Plaintiff's doctors informed him that he would be unable to weight-bear for two weeks and would need an additional six weeks of at-home rest with minimal weight-bearing activity, all necessitating a medical leave of absence. Mr. Davis submitted required FMLA paperwork with WF with appropriate medical documentation by April 5, 2023.

38. In or around May/June 2023, WF hired another branch manager, Shane Rhodes. Upon Mr. Rhodes's onboarding, Mr. Davis disclosed his medical procedure and need to take leave.

39. Specifically, Mr. Davis informed Mr. Rhodes that his recovery was to be at minimum six weeks and that he would need an accommodation for the disability arising from the feet procedures to be possibly corrected. Pre-surgery, Mr. Davis wore a walking boot because of the pain and swelling of his foot and walked with a noticeable limp.

F. Mr. Davis's Experiences of WF Acts of Discrimination/Interference/Retaliation

40. Mr. Rhodes told Plaintiff that he would not be permitted to take the time recommended by doctors to recover, insisting Plaintiff take only one to two weeks, or to just take five days of PTO, and come back.

41. Mr. Rhodes advised Mr. Davis take intermittent leave and try to return to work two weeks from the surgery, "at the latest." Plaintiff was advised that he would severely hurt his career, forfeit any chances for promotion, and would not be paid bonus commissions if he took FMLA leave for the doctor-recommended time period.

42. On June 22, 2023, Plaintiff had the surgery on his first foot but was pressured to return to work around July 10, 2023. This was contrary to medical advice and his foot had not fully healed. Mr. Davis was scheduled for another surgery on his other foot in a few weeks.

43. Upon Plaintiff's return to work on July 10, 2023, while still on FMLA leave status, he was informed by Mr. Rhodes of his termination.

44. Plaintiff repeatedly asked why he was being terminated, but WF management responded with, "I can't say" and "I can't share that."

45. Mr. Rhoades instructed a co-worker not to help Mr. Davis to his vehicle when being walked out of WF at termination, despite him displaying limitations in walking post-surgery and his car and office displaying a disability placard.

46. Mr. Rhoades also advised Mr. Davis that the termination decision was final and not appealable.

47. Mr. Davis later learned that he could appeal, and during such appeal discovered that there was no record of misconduct in his employment file. However, the termination decision was upheld on appeal.

48. WF incorrectly reported the reasons for Plaintiff's separation on his Form U5 (Uniform Termination Notice for Securities Industry Registration), a form used by FINRA, other self-regulatory organizations and jurisdictions to terminate the registration of a representative of a broker-dealer, investment adviser, or issuer of securities. If relevant, the form provides details as to why an individual left the firm.

49. The details on Plaintiff's Form U5 continue to impair Mr. Davis's ability to be re-employed in the only industry he knows. Specifically, Vectra Bank and FNBO have both rejected his candidature because of his Form U5, events Plaintiff experiences as post-employment retaliation.

50. Plaintiff's medical condition, and recovery from surgeries thereon, substantially limited him from engaging in major life activities.

51. Due to a shorter medical recovery period necessitated by WF's earlier return to duty, Plaintiff's recovery took longer affecting his time and ability to care for his small children and wife.

52. Similarly-situated employees without a disability or who do not engage in protected activities are treated more favorably, such as being awarded loyalty awards, having an ability to exercise their rights without discrimination, interference or retaliation, or being provided progressive discipline rights for alleged violations of policy.

53. WF's reasons for the above-described actions against Plaintiff were false, exaggerated or pretextual. A showing of falsity, pretext or suspicion of mendacity creates a case for jury determination of Plaintiff's claims.

54. The above-described actions against Plaintiff constitute discrimination or retaliation in violation of Title VII and the ADA, retaliation under FLSA, interference or retaliation with his rights under FMLA, and violations of CADA. They also constitute retaliatory discharge in contravention of Colorado public policy, and a breach of implied contract, WF's handbook which Mr. Davis was charged with enforcing with other employees.

55. The above-described actions against Plaintiff were willful. They were also taken with malice and reckless indifference to Plaintiff's rights protected by law, warranting an award of exemplary damages.

56. Because of the above-described actions, Plaintiff has suffered: loss of his employment, with all attendant benefits and other amenities thereof, including pay, compensation, benefits and salary, as well as future pecuniary losses, present and future emotional pain, suffering, inconvenience, mental anguish, and loss of enjoyment of life.

57. The above-stated paragraphs are incorporated into the following Claims for Relief, all of which wrongs against Plaintiff caused him damages as sought below. In addition, the averments of the following claims are incorporated into each other.

V. CLAIMS FOR RELIEF

FIRST CLAIM

Retaliation for Good Faith Reporting of Racial Profiling (Title VII)

58. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

59. Title VII makes it unlawful to retaliate against employees who oppose racially discriminatory conduct. Opposition must be based on a reasonable belief that an employer has engaged in discriminatory conduct and it can include refusal to implement a discriminatory policy.

60. Plaintiff had a good faith, reasonable belief that screening potential customers on the basis of race or requiring employees to do so was an employment practice prohibited by Title VII.

61. Plaintiff engaged in protected activity by making a good faith complaint about WF's discriminatory treatment based on race.

62. After Plaintiff reported discrimination, WF scrutinized Plaintiff's performance and summarily fired him.

63. WF's stated reason for terminating Plaintiff is pretextual and baseless. WF fired Plaintiff because he complained about WF's discriminatory practice.

64. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

SECOND CLAIM
Retaliation for Good Faith Reporting of Racial Profiling (CADA)

65. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

66. By the aforesaid acts of discrimination or retaliation against Plaintiff, WF violated the provisions of CADA.

67. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

THIRD CLAIM
**Retaliatory Discharge for Good Faith Reporting
of Racial Profiling and Ethics Violations**

68. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

69. By the aforesaid acts against Plaintiff, WF discharged Plaintiff in violation of Colorado's public policy.

70. During his employment, Plaintiff exercised an important work-related right or privilege reporting racial profiling and ethics violations.

71. Plaintiff reported his concerns that employees were being required to violate state or federal law, and WF's own policies related to discrimination and WF's Sales Practices Risk Management and Oversight Policy.

72. Plaintiff's concerns were reported in good faith and eventually resulted in the discharge of at least one managing employee.

73. WF nevertheless discharged Plaintiff for reporting the concerns to WF.

74. WF was aware, or reasonably should have been aware, that Plaintiff had a right to report discrimination and ethics concerns or to exercise his right or privilege as a worker.

75. WF terminated Plaintiff, at least in part, because of his discrimination and ethics report to WF.

76. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

**FOURTH CLAIM
Interference (FMLA)**

77. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

78. By the aforesaid acts of interference against Plaintiff, WF violated the FMLA.

79. Plaintiff was an FMLA-eligible employee.

80. Plaintiff was entitled to FMLA leave because he took leave for a foot condition that prevented his ability to walk.

81. WF engaged in prohibited conduct under the FMLA by interfering with, restraining, or denying Plaintiff's rights provided under the Act.

82. WF denied Plaintiff a benefit to which he is entitled under the FMLA in that it refused to allow Mr. Davis to use the full amount of necessary FMLA leave.

83. WF discouraged Plaintiff from fully using his FMLA leave.

84. WF's actions foreclosed Plaintiff's rights under the FMLA, including but not limited to the right to be returned to his position.

85. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

**FIFTH CLAIM
Retaliation (FMLA)**

86. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

87. By the aforesaid acts of retaliation against Plaintiff, WF violated the FMLA.

88. Plaintiff exercised his FMLA rights by taking FMLA leave.

89. Plaintiff was qualified for his position and had performed his job duties effectively prior to the acts complained of herein.

90. Plaintiff suffered an adverse employment action in that he was not provided progressive discipline for an alleged first-time infraction in his six years of employment and summarily terminated.

91. WF's alleged reason for terminating Mr. Davis's employment is pretextual and baseless. WF fired Plaintiff because he exercised FMLA leave benefits.

92. WF's conduct constitutes unlawful retaliation against Plaintiff in violation of his rights under the FMLA.

93. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

**SIXTH CLAIM
Failure to Provide Reasonable Accommodations (ADAAA and CADA)**

94. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

95. WF discriminated against Plaintiff based on his disability when it failed to engage in an interactive dialogue once alerted to Plaintiff's need for reasonable accommodations.

96. WF discriminated against Plaintiff based on his disability when it summarily terminated him for a first-time alleged performance issue notwithstanding its regular practice of administering discipline progressively.

97. WF's conduct described herein was done with malice or reckless disregard of Plaintiff's rights.

98. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

**SEVENTH CLAIM
Disability Discrimination (ADAAA and CADA)**

99. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

100. Plaintiff had a disability of which he alerted WF; including obtaining authorizations for medical leave to recover from associated surgeries.

101. WF failed to engage in the interactive process or refused to make any accommodations to allow Plaintiff to perform his duties.

102. WF discriminated against Plaintiff based on his disability when it summarily terminated him for a first-time alleged performance issue notwithstanding its regular practice of administering discipline progressively.

103. By the aforesaid acts of discrimination or retaliation against Plaintiff, WF violated the ADAAA and CADA.

104. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

**EIGHTH CLAIM
Retaliation (ADAAA and CADA)**

105. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

106. By the aforesaid acts of discrimination or retaliation against Plaintiff, WF violated the provisions of ADAAA and CADA.

107. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

**NINTH CLAIM
Breach of Implied and/or Quasi-Contracts**

108. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

109. Various of WF's policies, procedures, or other commitments became an implied part of WF's offer of employment or of the terms or conditions of Plaintiff's regular, full-time employment.

110. WF's policies, procedures, or other commitments included, without limitation:

- a. Progressive discipline procedures;
- b. Fairness or due process during workplace investigations;
- c. Additional training opportunities;
- d. Promoting dignity and respect policy.

111. Plaintiff accepted WF's offer, or continued employment, with an understanding WF would not breach its promises.

112. As part of his employment duties, Plaintiff would routinely train others on WF policies, procedures, and other commitments.

113. Plaintiff did not receive a formal warning, performance improvement plan, or additional training, all progressive steps provided by WF policy, procedure, or practice.

114. By its failures to honor its promises, WF has breached implied contracts or quasi-contracts with Plaintiff.

115. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

**TENTH CLAIM
Retaliation (FLSA)**

116. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

117. By the aforesaid acts against Plaintiff, WF violated FLSA anti-retaliation provisions (29 U.S.C.A. § 215(a)(3) *et seq.*).

118. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

**ELEVENTH CLAIM
Colorado Wage Transparency Act (CADA)**

119. Plaintiff hereby incorporates all paragraphs in this Complaint as though fully alleged herein.

120. By the aforesaid acts against Plaintiff, WF violated the CADA anti-retaliation provisions (C.R.S. § 24-34-402(1)(i)).

121. As a result of WF's actions, Plaintiff has suffered damages and losses in an amount to be determined at trial.

WHEREFORE, Mr. Davis respectfully requests that this Court enter judgment in his favor and against the WF and award him the following:

- a) Injunctive and declaratory relief;
- b) Equitable and legal relief allowed by law;
- c) Lost wages and benefits, including all back and front pay damages;
- d) Lost retirement benefits;
- e) Punitive or liquidated damages as permitted by law;
- f) Compensatory damages, including for emotional distress as allowed for by law;
- g) Attorney's fees and costs as provided for by law;
- h) Pre- and Post-Judgment Interest, costs and expert witness fees; and
- i) Any and other such relief as this Court deems just and proper.

PLAINTIFF REQUESTS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Respectfully submitted this 21st day of July, 2024.

CIANCIO CIANCIO BROWN, P.C.

/s/ Dipak P. Patel

1660 Lincoln Street, Suite. 2000

Denver, CO 80264

(303) 451-0300 telephone

(303) 464-8000 facsimile

dipakpatel@colo-law.com

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

THOMAS DAVIS

(b) County of Residence of First Listed Plaintiff Boulder, CO
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Dipak P. Patel, Ciancio Ciancio Brown, P.C.
1660 Lincoln St., Ste. 2000, Denver, CO 80264
(303) 451-0300

DEFENDANTS

WELLS FARGO BANK, N.A.

County of Residence of First Listed Defendant San Francisco, CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)


- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 42 U.S.C. § 2000e et seq.; 42 U.S.C. § 12101 et seq.; 29 U.S.C. § 201 et seq; 29 U.S.C. § 2601 et seq;

Brief description of cause:
 Unlawful retaliation, discrimination and termination for engaging in lawful activity under FLSA, FMLA, ADA and CADA.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 400,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE Jul 21, 2024 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Colorado



THOMAS DAVIS

Plaintiff(s)

v.

WELLS FARGO BANK, N.A.,

Defendant(s)

Civil Action No. 1:24-cv-2004

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Wells Fargo Bank, N.A
420 Montgomery Street
San Francisco, California 94104

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Dipak P. Patel, Ciancio Ciancio Brown, P.C., 1660 Lincoln Street, Suite 2000, Denver, Colorado 80264, email: dipakpatel@colo-law.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 1:24-cv-2004

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: