UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Michal Leavitt, Plaintiff, v. Wells Fargo Securities, LLC, Defendant.	Case No. 1:24-cv-3140

<u>COMPLAINT AND JURY DEMAND</u>

Plaintiff Michal Leavitt, through her counsel, Salvatore Prescott Porter & Porter, PLLC, brings this complaint against her current employer, Wells Fargo Securities, LLC, and states as follows:

INTRODUCTION

1. Plaintiff brings this action under Title VII and The Equal Pay Act to recover damages incurred due to the sex discrimination she has experienced as the only female securities professional in Defendant Wells Fargo's Financial Institutions Group.

2. Unfortunately, but foreseeably in the investment banking world, the Financial Institutions Group's mostly male sales team has created an unapologetically sexist working environment, in which degrading comments about women are the norm.

3. Equally predictably, this misogyny extends to management's treatment of Plaintiff. Management has denied Plaintiff titles and promotions commensurate with her performance and experience; has denied her opportunities to work with desirable and revenue-earning accounts, which directly and materially affects her compensation; and has ranked her poorly on biannual reviews, citing reasons that are demonstrably false.

4. Plaintiff now brings this action against Wells Fargo to hold it accountable for discriminating against Plaintiff with respect to the terms and conditions of her employment on the basis of her sex and for failing to pay her equally to her male colleagues.

PARTIES, JURISDICTION, AND VENUE

5. Plaintiff Michal Leavitt ("Ms. Leavitt") is a resident and citizen of Illinois.

6. Defendant Wells Fargo Securities, LLC ("Wells Fargo") is incorporated under the laws of Delaware and has its principal place of business in North Carolina.

7. Defendant also maintains a place of business in Chicago, Illinois, where Plaintiff primarily works.

8. This Court has subject-matter jurisdiction over Plaintiff's statutory claims under 28 U.S.C. § 1331.

9. Venue is proper under 28 U.S.C. § 1391(b)(2), because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in the Northern District of Illinois.

10. Plaintiff filed a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC"), and she received a Notice of Right to Sue from the EEOC on January 24, 2024.[1]

FACTS

Plaintiff is an experienced and highly successful financial services professional.

11. Plaintiff Michal Leavitt is a seasoned securities professional with a quarter of a century of experience in the financial services industry.

12. A graduate of Northwestern University's Kellogg School of Management, Ms. Leavitt has covered Tier 1 accounts at major financial institutions, including Raymond James & Associates, Inc. and Ally Securities. She has also worked as a managing director at Bear Stearns & Co. Inc.—formerly one of the country's leading fixed-income investment banks.

13. At the beginning of 2013, Ms. Leavitt joined Wells Fargo as Vice President-Financial Institutions Group.

14. In this role, Ms. Leavitt covers middle market–or Tier 2 & 3–accounts and sells asset-backed products, corporate bonds, municipal bonds, commercial mortgage-backed securities, agencies, and treasuries, among other products.

[1] When Ms. Leavitt filed her EEOC charge, all eligible claims were cross-filed with the Illinois Department of Human Rights. See 775 ILCS § 5/7A-102(A-1)(1). Once Ms. Leavitt receives confirmation that the Illinois Department of Human Rights has adopted the EEOC's determination, Ms. Leavitt will amend this complaint to include state-law claims under the Illinois Human Rights Act, 775 ILCS § 5/1 et seq.

15. Ms. Leavitt has performed well at Wells Fargo.

16. Until 2022, each annual evaluation–and every mid-year review–reflected her strong performance, indicating that Ms. Leavitt was meeting, if not surpassing, expectations.

17. Ms. Leavitt has achieved this success despite consistent and on-going differential treatment based on her sex and a hostile work environment that has endured throughout her career at Wells Fargo.

Plaintiff has been denied an appropriate title and deserved promotions.

18. When Ms. Leavitt received an offer from Wells Fargo, she expected to start at a director-level position; after all, she had previously been a managing director at Bear Stearns.

19. Instead, Wells Fargo offered Ms. Leavitt only a vice president position, claiming that its policies prohibited hiring individuals into commission sales roles as directors.

20. Ms. Leavitt accepted this as true.

21. However, since 2013, Wells Fargo's Chicago office has hired at least three men with comparable–if not less–experience and expertise into commission sales roles as directors, including Cary Stuart Cicurel, Patrick James Ahearn, and David Robert Pondt.

22. Despite the clear falsehood that Wells Fargo fed to Ms. Leavitt back in 2013, Ms. Leavitt obligingly paid her dues as a Vice President.

23. After years of excellent performance in her role, Ms. Leavitt began advocating for a promotion to Director and requesting feedback on how to secure a promotion.

24. Wells Fargo did not promote Ms. Leavitt until February 2022, over nine years after she joined the company.

25. During the same period, Wells Fargo promoted over a dozen of her male colleagues with less experience and shorter tenures from Vice President to Director.

26. Since joining Wells Fargo, Ms. Leavitt has always been the only female salesperson in the Financial Institutions Group, which, at times, has employed almost 40 salespeople.

27. In the Corporations and Public Entities Group–another commission sales group managed by the same individuals who manage the Financial Institutions Group–only five of 30 current salespeople are female.

Plaintiff is compensated less than her male colleagues.

28. Ms. Leavitt's compensation is calculated based on a fixed percentage of the gross production–or revenue–that she generates from the accounts in her book.

29. In other words, Ms. Leavitt's capacity to generate gross production–and thus her compensation–is tied directly to the number and quality of the accounts she covers.

30. When Ms. Leavitt joined Wells Fargo in 2013, the company promised her a solid book of accounts; after accepting Defendant's offer, however, these accounts did not materialize.

31. Wells Fargo uses the term “large accounts” to include those that represent recurring buyers (i.e., the account makes frequent and/or repeated purchases) or large-production buyers (i.e. the account purchases a high value of financial products).

32. Tier 1 accounts are almost always considered large accounts.

33. Sales professionals like Ms. Leavitt covet large accounts, because covering recurring and/or large-production accounts substantially increases a salesperson’s compensation.

34. Furthermore, covering large accounts is associated with greater opportunities and more visibility within the various trading desks at Wells Fargo.

35. While new hires into commission sales roles are expected to build books of business upon joining Wells Fargo, management reassigns all accounts covered by employees who retire, resign, or move roles within the company.

36. Turnover within commission sales groups is high, and thus management is regularly reassigning vast numbers of accounts, including large accounts.

37. It is incredibly difficult to court and secure a new large account, and most such accounts currently under management at Wells Fargo were developed years ago.

38. Thus, most employees in commission sales groups, like the Financial Institutions Group, obtain large accounts through reassignment.

39. Upon information and belief, Wells Fargo maintains no rules or policies governing account reassignment within commission sales groups.

40. Instead, Wells Fargo leaves reassignment to the discretion of its disproportionately male management, resulting in gender-based favoritism in the form of male managers passing accounts to their male colleagues—often also their drinking or golfing buddies.

41. As the only woman in the Financial Institutions Group, Ms. Leavitt lacks access to the informal networks that result in large account assignments.

42. Nonetheless, Ms. Leavitt has worked hard to develop a book of business from nothing, turning the limited number of non-active and low-producing accounts she received in 2013 into producing clients.

43. Despite her success (and the fact that she had successfully managed Tier 1 accounts for 15 years before joining Wells Fargo), management has never reassigned to Ms. Leavitt any large accounts.

44. Instead, the Financial Institution Group's managers, *without exception*, have assigned the large accounts to Ms. Leavitt's male colleagues.

45. Ms. Leavitt estimates that management has reassigned many hundreds of large accounts to her male colleagues in the Financial Institutions Group over the past decade.

46. Management has *always* denied Ms. Leavitt's repeated requests for opportunities to cover large accounts that are aligned with Wells Fargo's fixed income platform, resting on dubious excuses.

47. For example, multiple managers–including Brad Heitman ("Mr. Heitman") and Scott Dietrich Friede ("Mr. Friede"), who currently supervise Ms. Leavitt–have claimed that Ms. Leavitt is precluded from handling Tier 1 accounts because the Financial Institutions Group is a middle-markets (i.e., Tier 2 and 3) group.

48. However, nearly all–if not all–of Ms. Leavitt's male colleagues *in the same middle markets group* cover at least one Tier 1 account.

49. When Ms. Leavitt has articulated to her male colleagues her frustration at the inequitable distribution of large accounts, she has been told that the "perception" in the Group is that her husband "does well" and that she is just the "second income," in contrast to her male colleagues, who are "sole breadwinners."

50. Because of management's refusal to equitably allocate large accounts and Wells Fargo's policy of allowing management unfettered discretion with respect to account assignment, Ms. Leavitt is compensated far less than her male colleagues with commensurate experience, skill, effort, and titles.

51. Had Ms. Leavitt been assigned the same average number of large accounts as her male peers in the Financial Institutions Group, her compensation

would have averaged as much as 50% more per year than she has in fact earned.

52. Defendant's years-long and ongoing practice of differentially allocating large accounts based on sex has created illegal pay discrepancies that affect Plaintiff and other women in sales at Wells Fargo.

Plaintiff has also been subjected to an unapologetically sexist working environment.

53. In addition to being denied equal opportunities–and thus equal compensation–as her male colleagues, Ms. Leavitt and other female employees at Wells Fargo have had to endure a gender-based hostile work environment.

54. The Financial Institutions Group is a self-acknowledged "boys club," where "locker room talk" on the sales floor is de rigeur.

55. Ms. Leavitt's male colleagues regularly and publicly make derogatory jokes about women.

56. For example, they joke about their wives only "spending their husbands' money."

57. Ms. Leavitt's male colleagues have also told the female sales assistants–who report to the male salespeople–to "check their family at the door" when coming into work and to "kiss [the male salespeople's] asses" to secure promotions within Wells Fargo.

58. In a closed-door meeting between Ms. Leavitt and two male managers in the Financial Institutions Group, one manager told a story about how a

female sales assistant candidate was asked during an interview to identify her biggest asset. The manager then mocked cupping breasts and said "these" were her biggest asset. The other manager laughed at the joke, despite Ms. Leavitt's obvious discomfort.

59. Management is well aware of this environment. Not only do some members of management participate in this "locker room" talk, but this conduct occurs on very public sales floors, where managers, salespeople, and sales assistants all work together.

60. Unfortunately, this hostile environment extends beyond the Financial Institutions Group; it is simply part of Wells Fargo's culture.

61. For instance, while languishing as a Vice-President, Ms. Leavitt proactively applied for another position within the company's Corporations and Public Entities Group.

62. During an interview for this position, the interviewer asked Ms. Leavitt how having a family would affect her ability to perform. Specifically, the interviewer asked Ms. Leavitt whether she would be able to travel for work, since she had young children at the time.

63. Ms. Leavitt was not offered the role, yet the man who was hired into the position travels rarely.

64. Sexual relationships between male managers and female subordinates are, unfortunately, also common at Wells Fargo.

65. As only one example, a former managing director and co-president engaged in sexual dalliances with many women who reported to him, including a senior human resources executive.

66. Ms. Leavitt, who is married, does not engage in sexual or romantic relationships with her male colleagues.

67. The regular sexist jokes, comments, and questions, when combined with the routine, inappropriate sexual relationships between male managers and the women they manage, manifest a toxic and hostile work environment for women like Ms. Leavitt.

Plaintiff has been given poor reviews by her male manager, despite her excellent performance.

68. Despite differential treatment, a hostile work environment, and unequal pay, all which management has ignored for a decade, Ms. Leavitt has continued to work hard and advocate for herself in the hope of breaking the glass ceiling in her Group.

69. It has become clear to her, however, that this is impossible.

70. In early 2022, Wells Fargo changed the Financial Institutions Group's reporting structure. As a result, Ms. Leavitt began reporting to Scott Dietrich Friede in or around March 2022.

71. Ms. Leavitt interacted in person with Mr. Friede–who is based in Minneapolis–only a couple of times during 2022, and they never discussed her accounts or her production.

72. Yet on January 17, 2023, Mr. Friede provided Ms. Leavitt with her annual performance evaluation for the 2022 calendar year, ranking her as "inconsistently meet[ing]" his expectations, despite having very little to no interaction with her during 2022.

73. Per Wells Fargo policy, an "inconsistently meets" rating is appropriate in cases of "poor performance."

74. This was Ms. Leavitt's first annual performance evaluation from Mr. Friede, and the first in her entire career in which she did not "meet" expectations.

75. In the evaluation, Mr. Friede incorrectly noted that Ms. Leavitt was not producing enough revenue, despite being given several large accounts in 2022 and covering 104 buying entities.

76. In fact, management had *never* assigned to Ms. Leavitt any large accounts, and 50 of the listed buying entities were prospects (i.e., non-producing accounts that management had assigned to her). Furthermore, Ms. Leavitt's overall production for 2022 was appropriate, considering the quality and number of the accounts in her book.

77. That same day, Ms. Leavitt had a call with Mr. Friede to discuss the evaluation, and she raised with him these inaccuracies.

78. Mr. Friede eventually acknowledged that Ms. Leavitt had not, in fact, been given large accounts and that the list of buying entities was exaggerated.

79. Mr. Friede thus admitted that the written bases for the "inconsistently meets" rating were invalid.

80. Still, Mr. Friede refused to amend Ms. Leavitt's rating, claiming that she had lower-than-average production.

81. Ms. Leavitt pointed out that her production was only lower than her male colleagues who had been gifted large accounts, and she requested, as she had in years past, that she also be considered for opportunities to cover large accounts.

82. Mr. Friede refused.

83. Ms. Leavitt then asked for recommendations on how to improve her production, in the absence of such opportunities.

84. Mr. Friede suggested that she cold call Registered Investment Advisors and Tier S accounts, which are smaller accounts that rarely lead to an increase in production.

85. Ms. Leavitt left the meeting frustrated; she felt Mr. Friede was setting her up for failure by refusing to reassign to her even one large account and then rating her poorly for failing to realize the same production numbers as her male colleagues who had continuously been assigned such accounts for years.

86. Wells Fargo's policy on performance reviews requires that if an employee disagrees with an evaluation rating, the employee first speak to his or her

manager and then escalate remaining concerns to the manager's supervisor.

87. In accordance with this policy, Ms. Leavitt met with Mr. Heitman, Mr. Friede's supervisor, on January 30, 2023.

88. Ms. Leavitt described to Mr. Heitman her meeting with Mr. Friede, expressed her shock and disbelief over the rating and Mr. Friede's response, and asked Mr. Heitman for guidance on how to ensure that her rating would improve by her mid-year review.

89. Mr. Heitman dismissed Ms. Leavitt's concerns as "no big deal" and told Ms. Leavitt "not to worry about it."

90. Also per Wells Fargo policy, "[m]anaging poor performance is a joint effort between [managers] and [their] employee[s]." Managers must discuss performance issues with employees, document the issues, and then "coach and monitor employee progress." This includes: "Meet[ing] regularly and maintain[ing] performance notes along the way," and "[p]roviding transparent feedback, [and] encouraging and reinforcing any positive actions."

91. Over the next six months, neither Mr. Friede nor Mr. Heitman ever provided Ms. Leavitt further feedback, documentation of issues, coaching, or reinforcement, despite Ms. Leavitt's "poor performance" rating and her January 2023 requests for guidance.

92. In fact, Mr. Friede had no in-person or virtual one-on-one meetings with Ms. Leavitt at all; their only communications during this period were instant messages on Wells Fargo's Bloomberg terminals and a few emails about trades.

93. Nonetheless, Ms. Leavitt applied herself to her job, working longer hours and increasing outreach to non-active and potential accounts.

94. In doing so, she managed to increase her production.

95. Yet, on July 14, 2023, Mr. Friede sent Ms. Leavitt her 2023 mid-year performance review, in which he again ranked her as "inconsistently meets."

96. During a phone call to discuss the review, Ms. Leavitt confronted Mr. Friede with evidence that her to-date 2023 performance was close to the Group's average, despite the fact that she had still not been assigned any large accounts.

97. Mr. Friede again provided no coherent explanation for his low rating of the only female salesperson in the Financial Institutions Group.

98. Ms. Leavitt asked, as she had in January, what she needed to do to receive a "meets" rating at her 2023 annual evaluation.

99. Mr. Friede suggested that Ms. Leavitt join a company committee and be careful not to insert errors into IPREO, a new issue order entry system.

100. Ms. Leavitt, who had never been invited to join any committees at Wells Fargo, expressed great interest in doing so and eagerly asked Mr. Friede to notify her of such opportunities.

101. Ms. Leavitt has not since been apprised of any committee opportunities, nor has she been invited to join any committees.

102. Ms. Leavitt expressed confusion about the IPREO errors remark and promised to investigate.

103. After the meeting, Ms. Leavitt requested a report on her IPREO errors.

104. The team responsible for collecting this data told her that she made so few errors–especially when compared to the rest of her Group–that Wells Fargo was not actually tracking them.

105. The team further pointed out that they were unaware of any way that Mr. Friede could have accessed such data.

106. On August 22, 2023, Mr. Heitman requested a meeting with Ms. Leavitt, at which he told her there were "some serious concerns" about her performance.

107. Ms. Leavitt pushed for details, and eventually Mr. Heitman repeated the same concerns that Mr. Friede had flagged in July regarding the IPREO errors.

108. When Ms. Leavitt described to Mr. Heitman her investigation into the issue and explained that she felt Mr. Friede was targeting her because of her sex,

Mr. Heitman raised his voice and became aggressive, irate, and threatening.

109. Ms. Leavitt was shocked and asked Mr. Heitman, "Where is this coming from?" She pointed out that she had expressed to him these same concerns in January and had asked for guidance, but neither he nor Mr. Friede had reached out to her since.

110. Mr. Heitman responded, "That's not [Mr. Friede's] job; you're an experienced salesperson. And why would you hear from me?"

111. Mr. Heitman's comments were in direct contravention of explicit Wells Fargo policy.

112. On January 19, 2024, Ms. Leavitt received her third "inconsistently meets" rating from Mr. Friede in her 2023 annual evaluation.

113. This review was replete with the same kind of outright falsehoods, material misrepresentations, and conspicuous omissions as the others.

114. Mr. Friede claimed that he had met with Ms. Leavitt biweekly since her mid-year review to discuss her performance.

115. In reality, Mr. Friede had not held even a single one-on-one meeting with Ms. Leavitt either in person or virtually since her mid-year review.

116. Once again, Mr. Friede blamed the low rating on Ms. Leavitt's production, even though she managed to increase her production by 11% over 2022.

117. In fact, Ms. Leavitt was one of the top ten producers in her Group in four of the seven categories tracked by Defendant.

118. Ms. Leavitt's increased production was due solely to her own initiative.

119. Neither Mr. Friede nor anyone else in management has assigned her *any* new accounts (large or otherwise) since February 2022, even though management has reassigned hundreds of producing accounts to Ms. Leavitt's male colleagues during the same period.

120. But Ms. Leavitt's incredible performance earned her *not one* positive remark in the entirety of her evaluation.

121. Ms. Leavitt also discovered after the January meeting that Mr. Friede added comments to her evaluation on Wells Fargo's online review system that he had not tendered to her in writing.

122. This constituted yet another violation of Wells Fargo policy.

123. Upon information and belief, all of Ms. Leavitt's male colleagues in the Financial Institutions Group with comparable production–and most of her male colleagues with less production–received better ratings than her on their 2023 annual evaluations.

124. Upon information and belief, none of Ms. Leavitt's male colleagues have been encouraged to join committees to improve their performance ratings.

125. Upon information and belief, none of Ms. Leavitt's male colleagues have been confronted with their IPREO error rates during evaluations.

126. In holding Ms. Leavitt to an entirely different standard than all her male colleagues, it is clear that Defendant is discriminating against Ms. Leavitt based on her sex.

COUNT I
Title VII, 42 U.S.C. § 2000e-2(a)(1)
Sex Discrimination – Disparate Treatment

127. Plaintiff incorporates by reference the facts alleged above.

128. Plaintiff, a female, is a member of a protected group.

129. Because of Plaintiff's sex, Defendant Wells Fargo, LLC has treated Plaintiff differently than her male co-workers with respect to the terms and conditions of her employment, including by denying her titles and promotions commensurate with her performance and experience; denying her opportunities to work with desirable and revenue-earning accounts, which directly affects her compensation; disciplining her for things that men are not disciplined for, and ranking her poorly on biannual reviews, citing reasons that are demonstrably false.

130. Wells Fargo's discrimination against Plaintiff on the basis of her sex is intentional.

131. As a direct and proximate result of Defendant's discrimination, Plaintiff has sustained damages, including lost wages, mental anguish, emotional distress, humiliation, and embarrassment.

132. Plaintiff filed charges with the EEOC and received a right-to-sue letter from the Agency on January 24, 2024.

COUNT II
Title VII, 42 U.S.C. § 2000e-2(a)(1)
Sex Discrimination – Disparate Impact

133. Plaintiff incorporates by reference the facts alleged above.

134. Plaintiff, a female, is a member of a protected group.

135. Defendant Wells Fargo, LLC lacks any specific merit-based guidelines governing how managers should reassign accounts covered by commission sales employees who retire, resign, or change roles within the company.

136. Instead, Defendant's policy is to grant mostly male managers unfettered discretion to reassign such accounts.

137. Given the low number of women working in this area, this policy has a disparate impact on female commission sales employees, as male managers disproportionately assign large accounts to male employees.

138. Female commission sales employees, who are a minority on the trading floor, are also perceived as more likely to have a working spouse–resulting in perceptions that they don't "need" large accounts.

139. Because female commission sales employees have fewer opportunities to cover large accounts, they have lower production than their male colleagues with similar skills, experience, and responsibilities, resulting in lower compensation and lower rankings on evaluations.

140. Defendant's policy and practice of granting male managers unfettered discretion to reassign large accounts has a disparate impact on women and has resulted in Plaintiff earning up to 50% less than her male colleagues with similar skills, experience, and responsibilities and being given lower ratings on evaluations than her male colleagues.

141. As a direct and proximate result of Defendant's actions, Plaintiff has sustained damages, including lost wages, mental anguish, emotional distress, humiliation, and embarrassment.

142. Plaintiff filed charges with the EEOC and received a right-to-sue letter from the Agency on January 24, 2024.

COUNT III
Title VII, 42 U.S.C. § 2000e-2(a)(1)
Sex Discrimination – Hostile Work Environment

143. Plaintiff incorporates by reference the facts alleged above.

144. Plaintiff, a female, is a member of a protected group.

145. Because of Plaintiff's sex, Defendant Wells Fargo, LLC has subjected Plaintiff to unwelcome sex and gender-based harassment.

146. The harassment is pervasive and severe. It consists of frequent and persistent sexist commentary, including language that sexually objectifies and degrades both Plaintiff and other women, and sex-based differential treatment in hiring and promotional opportunities.

147. The harassment has been ongoing and continuous over Plaintiff's career at Wells Fargo and continues to the present time.

148. The hostile work environment has interfered with Plaintiff's ability to do her job.

149. Management employees have participated in the creation of this hostile work environment, and thus Defendant Wells Fargo is vicariously liable for the conduct, regardless of whether Wells Fargo had knowledge of it.

150. Nonetheless, Defendant Wells Fargo knows or should know of management's discriminatory conduct, because of the public forum in which much of this conduct occurs.

151. As a direct and proximate result of Defendant's discrimination, Plaintiff has sustained damages, including lost wages, mental anguish, emotional distress, humiliation, and embarrassment.

152. Plaintiff filed charges with the EEOC and received a right-to-sue letter from the Agency on January 24, 2024.

COUNT IV
Violations of the Equal Pay Act ("EPA"), 29 U.S.C. § 206(d)

153. Plaintiff incorporates by reference the facts alleged above.

154. Defendant Wells Fargo Securities, LLC, is an "employer," and Plaintiff is its "employee," within the meaning of the EPA.

155. Pursuant to the EPA, no employer shall discriminate, within any establishment in which such employees are employed, between employees on the basis of sex, by paying wages to employees at a rate less than the rate at which the employer pays wages to the employees of the opposite sex in such establishment for equal work.

156. In contravention of the EPA, Defendant Wells Fargo, LLC has paid Plaintiff less money than one or more men who perform work that is the same or substantially similar in skill, effort, responsibility, and working conditions.

157. Defendant's deprivation of equal pay to Plaintiff is willful and remains unresolved, even after Plaintiff's repeated complaints.

158. As a direct and proximate result of Defendant's discrimination, Plaintiff has sustained damages, including lost wages.

159. Although administrative exhaustion is not required on an EPA claim, Plaintiff nonetheless filed charges with the EEOC and received a right-to-sue letter from the Agency on January 24, 2024.

RELIEF REQUESTED

For these reasons, Plaintiff respectfully requests judgment in her favor, including changes to Defendant's policies and practices within its sales organization in terms of how accounts are assigned; compensatory damages in an amount to be determined at trial; punitive damages; attorneys' fees, costs, and expenses; pre-judgment and post-judgment interest; lost wages and benefits; emotional distress damages; and any other relief this Court finds just and proper.

Dated: April 19, 2024

By: *<u>/s/ Jennifer B. Salvatore</u>*

SALVATORE PRESCOTT PORTER & PORTER, PLLC

Jennifer B. Salvatore
Annemarie Smith-Morris
105 East Main Street
Northville, MI 48167
(248) 679-8711
salvatore@sppplaw.com
smith-morris@sppplaw.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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DEMAND FOR JURY TRIAL

Plaintiff, through her counsel, Salvatore Prescott Porter & Porter, PLLC, demands a jury trial in the above-captioned matter.

Dated: April 19, 2024

By: *<u>/s/ Jennifer B. Salvatore</u>*
SALVATORE PRESCOTT PORTER & PORTER, PLLC

Jennifer B. Salvatore
Annemarie Smith-Morris
105 East Main Street
Northville, MI 48167
(248) 679-8711
salvatore@sppplaw.com
smith-morris@sppplaw.com

Attorneys for Plaintiff