

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:15-cv-765

EDWARD K. QUICK,

Plaintiff,

v.

FRONTIER AIRLINES, INC.,
AND MICHELE ZEIER, AN INDIVIDUAL,

Defendants.

COMPLAINT AND JURY DEMAND

THIS ACTION IS EXEMPT FROM FILING FEES UNDER 38 U.S.C. § 4323(h)(1).

COMES NOW the Plaintiff, Edward K. Quick, by and through his attorneys, the Law Office of Thomas G. Jarrard, PLLC and Crotty and Son Law Firm, PLLC, and alleges:

PARTIES

1. Plaintiff, Edward K. Quick (hereinafter “Quick” or “Plaintiff”) resided in the State of Colorado at all times pertinent hereto.
2. Defendant, Frontier Airlines, Inc., (“Frontier”) is a corporation formed in, and licensed to conduct business within, the State of Colorado, with its principal office located at 7001 Tower Road, Denver, Colorado 80249, and its registered agent identified as Corporation Service Company, 1560 Broadway Ste. 2090, Denver, Colorado 80202.

3. Defendant, Michele Zeier is the Labor Relations Director for Frontier Airlines. Ms. Zeier works for Defendant Frontier at its Denver location and lives in the State of Colorado.

4. For the purposes of 38 U.S.C. § 4303(4), each of the defendants are private employers.

JURISDICTION AND VENUE

5. Subject matter jurisdiction is conferred on this Court by 38 U.S.C. § 4323(b)(3), which provides that the district courts of the United States have jurisdiction over a Uniformed Services Employment and Reemployment Rights Act ("USERRA") action brought against a private employer. This Court also has subject matter jurisdiction over this action under 28 U.S.C. § 1331, because this action arises under laws of the United States, and under 28 U.S.C. § 1343(a)(4), because Plaintiff seeks to secure relief under an Act of Congress that protects civil rights.

6. Venue is proper in this district under 38 U.S.C. § 4323(c)(2) and 28 U.S.C. § 1391(b)(2). Defendant Frontier, Inc. is a private employer that maintains places of business in the district of this United States District Court, and a substantial part of the events giving rise to the claims in this action occurred in this district. Defendant Frontier maintains one of its primary transportation hubs at the Denver International Airport and employs persons who live in Denver, Colorado.

CLAIMS FOR RELIEF

7. Mr. Quick is a veteran of the United States Army and Reserve.

8. All of Mr. Quick's military discharge records reflect honorable military service.

9. Mr. Quick's applicable military service periods do not exceed 5 years.

10. Mr. Quick began working for Frontier in March 15, 2004, in Denver, Colorado as a First Officer. Mr. Quick's seniority date was later adjusted to March 4, 2002.

11. Mr. Quick held the position of First Officer throughout his employment with Frontier.

12. As a First Officer, Mr. Quick's primary responsibilities included flying a commercial passenger aircraft as an airline transport pilot.

13. Frontier was at all relevant times on notice that Mr. Quick was a member of the Army Reserve.

14. On June 18, 2007, Mr. Quick gave Frontier notice of his military service obligation for annual training of June 19, 2007 to September 30, 2007, and requested military leave. His notice and request included specific notice to Frontier of his reemployment rights under USERRA.

15. Mr. Quick left work at Frontier to perform his military obligations on June 19, 2007.

16. On September 27, 2007, Mr. Quick gave Frontier another notice of his military service obligation for annual training October 1, 2007 to October 31, 2007, and requested military leave. His notice and request included specific notice to Frontier of his reemployment rights under USERRA.

17. During his military leave Mr. Quick received orders to deploy to Iraq.

18. On November 8, 2007, Mr. Quick gave Frontier another notice of his military service obligation for deployment to Iraq, November 1, 2007 to May 1, 2008, and requested military leave. His notice and request included specific notice to Frontier of his reemployment rights under USERRA.

19. Mr. Quick received additional orders between May 2008 and June 28, 2014. During these periods of military leave from Frontier, Mr. Quick piloted aircraft in support of combat operations in Iraq and Afghanistan as well as in support of operations in Columbia.

20. Mr. Quick's military orders ended on June 28, 2014.

21. On September 23, 2014, Mr. Quick spoke by phone with his supervisor at Frontier, Joseph Thibodeau. Mr. Quick told Mr. Thibodeau about his (Mr. Quick's) USERRA rights. Mr. Quick gave Mr. Thibodeau notice of Mr. Quick's intent to return to work at Frontier on September 25, 2014. Mr. Quick informed Mr. Thibodeau that he, Mr. Quick, had incurred disabilities on active duty that may impact his employment at Frontier. Later that day, Mr. Quick emailed Mr. Thibodeau a notice of intent to return to work to on September 25, 2014.

22. On September 24, 2014, Mr. Thibodeau responded to Mr. Quick's email, citing Department of Labor USERRA regulations, attaching the same - - citations that made clear that Defendants were required to reemploy Mr. Quick. Mr. Thibodeau alleged in his email that, before Mr. Quick was eligible for reemployment Mr. Quick was required to: (1) produce military service records; (2) produce a medical certification; (3) undergo drug screening; and (4) attend a "New Hire Orientation class." Mr. Quick responded that he would bring his military records with him when he reported to work the next day. However, Mr. Thibodeau directed Mr. Quick to send documentation by U.S. mail or email, and reiterated that once the documents were received Mr. Quick was required to undergo a drug screening and other medical requirements before being reemployed.

23. On September 25, 2014, Mr. Quick emailed copies of his military records to Mr. Thibodeau, along with a description of the pertinent USERRA reemployment requirements and

statutory citation - - - citations that made clear that Defendants were required to reemploy Mr. Quick regardless of company policy.

24. Frontier did not reemploy Mr. Quick in September 2014.

25. On October 1, 2014, Frontier's Director of Labor Relations, Michelle Zeier, emailed Mr. Quick, stating that she had received the military documentation that Mr. Quick had sent to Mr. Thibodeau, and requested to schedule a time to discuss questions that she had about the documents as well as Mr. Quick's medical status. Mr. Quick responded that, "[a]nytime is fine for a phone call" or that he was willing to stop in at her office, and that he was "open to all options," to discuss his reemployment position.

26. On about October 7, 2014, Ms. Zeier held an unpaid in-person meeting with Mr. Quick. In that meeting, Mr. Quick told Ms. Zeier about his USERRA rights, asked about his employment and retirement benefits, and requested to know what pay and position he would be returning to. Rather than reemploy Mr. Quick, Ms. Zeier concluded the meeting and requested that Mr. Quick provide more military records documenting his military service.

27. On October 15, 2014, Mr. Quick emailed his military discharge records to Ms. Zeier.

28. On October 30, 2014, Ms. Zeier emailed Mr. Quick to request more copies of his military orders. Mr. Quick promptly traveled to Office Depot, and scanned and emailed his orders to Ms. Zeier.

29. Mr. Quick was not reemployed in October 2014.

30. On November 12, 2014, Ms. Zeier emailed Mr. Quick, stating that an HR specialist would call him about beginning the "paperwork process for return to active status." (*i.e.* reemployment).

31. Mr. Quick was required to satisfy company medical requirements and take “reentry drug and alcohol tests” unpaid.

32. Mr. Quick was not reemployed in November 2014.

33. On December 10, 2014, Mr. Quick emailed Ms. Zeier asking her to, “please let me know my report date to return to work?”

34. On December 11, 2014, Ms. Zeier emailed Mr. Quick stating that she was confused, and, asked if Mr. Quick wanted to schedule a meeting to discuss “what you would like to do regarding position/LDT & leave of absence?” On Friday, December 12, 2014, Mr. Quick responded:

Hi Michele,

Please give me your earliest report date as I eagerly wait my return to Frontier. We can continue to discuss my pay rate upon my return. I am available as early as this Monday the 15th.

Thanks,

Ed

35. On December 12, 2014, Mr. Quick emailed Ms. Zeier again, stating he was ready to return to work.

36. On December 23, 2014, Ms. Zeier directed Mr. Quick to attend a January 5, 2015, New Hire Orientation.

37. Mr. Quick was not reemployed in December 2014.

38. On January, 2015, Mr. Quick was required to attend a New Hire Orientation class unpaid.

39. On January 16, 2014, Mr. Quick emailed Ms. Zeier asking her to confer, informally, with a Department of Labor Veterans Employment Training Service representative about his USERRA rights and rate of pay upon his return to employment.

40. On January 26, 2014, Mr. Quick emailed Ms. Zeier about his USERRA rights and his employment status; not being returned to work, not being paid properly or given a proper rate of pay, seniority, retirement benefits and employee benefits not being reinstated immediately upon return as required under USERRA. And, complaining that he has not been returned to work, and, that “not hearing back from you is troubling...Please respond.” Ms. Zeier responded by email from a smartphone, stating that she would check on the seniority and benefit issues.

41. Mr. Quick asked again about his USERRA rights, his pay, and retirement benefits, informing Ms. Zeier that when he left for military service he was paid as a Captain in training, but that his proposed pay rate was reduced. Ms. Zeier responded that the pay was based on the application of escalator principal (a term of art in USERRA litigation). Mr. Quick again asked if Ms. Zeier was willing to discuss the matter informally with the DOL, or if she just wanted Mr. Quick to “file a formal DOL complaint.”

42. On January 27, 2014, Ms. Zeier responded to Mr. Quick’s benefits complaint stating that she spoke with a Benefits Manager, “and determined that you are eligible to enroll in benefits. There is a 30 day waiting period after your return date before benefits become effective.” Ms. Zeier’s email continued, stating that Mr. Quick was required to provide Frontier with leave of absence documentation by February 2, 2014. The email includes a string of email addresses including, Jacklyn Peter and Brian Mumaugh, who are believed to be percipient witnesses in Mr. Quick’s current and prior USERRA complaints against Frontier.

Mr. Quick responded.

[...] USERRA requires that returning service members are:

1. Reinstated promptly (Normally within two weeks)
2. Medical starts on the day of Reinstatement (All Medical)
3. The returning service member will be returned at the same rate of pay and escalator will be applied for the returning veteran.
4. USERRA trumps any and all contracts because it is a floor not the ceiling as set out by Federal Law not State Law and the CBA.
5. I do not wish to ask the Union (FAPA) to file an interpretation on my behalf because they are part of the problem.

Please let me know if the Company wishes to talk with DOL informally before I file a formal complaint.

43. On January 28, 2014, Ms. Zeier responded, acknowledging that (under USERRA) there is no waiting period for benefits to be reinstated. Ms. Zeier also alleged that, Frontier “followed all of the requirements under USERRA to complete your return. You have not, however provided the paperwork that we have repeatedly asked you to provide. Please do so by February 2.” Ms. Zeier also provided Mr. Quick the name and phone number of attorney Brian Mumaugh, as the company representative with regard to Mr. Quick’s USERRA complaint.

44. On January 29, 2015, Ms. Zeier sent Mr. Quick a corrected phone number for attorney Brian Mumaugh.

45. On January 30, 2015, Mr. Quick emailed Ms. Zeier and requested a copy of the company Short and Long Disability Plans so he could review them. And, still desiring to return to work, Mr. Quick inquired (again) what position of employment Frontier had for him.

46. Mr. Quick was not reemployed in January 2015.

47. On February 9, 2015, Ms. Zeier sent a several page email to Mr. Quick, which begins, “In further considering the issues related to your requested reemployment with Frontier Airlines [...]” Incredibly, the email goes on to state that “because you have indicated no interest in becoming reemployed [...], Frontier has provisionally reemployed you as a First Officer” without work or pay. The email further alleges that Mr. Quick is not medically qualified for a reemployment position, and, therefore must request long term disability. The email continues, stating that if Mr. Quick wants to request reemployment and work in a non-pilot position he may search on the internet for open positions. In closing, the email acknowledges that Mr. Quick gave Frontier all of his Military Discharge records, but, that orders for June 2007 to October 2007 were missing.

48. Mr. Quick responded, immediately, providing a copy of his orders that he previously gave to Frontier in 2007. Mr. Quick addressed his, newly alleged, reemployment status stating that the claim of “provisional reemployment” to an unpaid position was a fiction and violated USERRA. Mr. Quick noted that he has been waiting, unpaid, for five months to be reemployed. Mr. Quick outlined the reemployment steps required by USERRA. Mr. Quick again, requested copies of his employee benefits plan document, retirement plan documents and that required contributions be calculated and made to his retirement plans.

49. Mr. Quick was not reemployed in February 2015.

50. On March 31, 2015, Frontier paid Mr. Quick for 3.5 hours of work, although Mr. Quick did not work in the previous 30 days.

51. Mr. Quick was not reemployed in March 2015.

52. The benefits of employment as a pilot at Frontier Airlines include seniority and non-seniority based benefits and privileges. The non-seniority based benefits include, accompanied travel benefits, participation in various retirement, pension and other savings plans, such as “FAPA Invest”, and other defined benefit and partial company matching 401K defined contribution plans.

53. Since September 2014, Mr. Quick has repeatedly requested: (1) reemployment; (2) access to his full employment benefits; (3) that contributions be made to his various retirement plans; and (4) asserted his rights under USERRA and informed Frontier that it was violating those rights, to no avail.

54. At all times relevant hereto, Frontier maintained a posted notice where employers customarily place notices for employees as required by 38 U.S.C. § 4334.

55. At all times relevant hereto, Frontier maintained policies that prohibit unlawful retaliation and discrimination.

56. At all times relevant hereto, Frontier had a duty to act in compliance of the law of USERRA and ensure its agents follow the Act.

57. As a result of Frontier’s unlawful conduct in violation of USERRA, Mr. Quick has suffered a loss of earnings and other benefits of employment in an amount to be proved at trial.

58. As a result of Frontier’s unlawful conduct in violation of USERRA and the necessity of this action to seek a remedy, Mr. Quick fears further retaliation against his employment rights

by Frontier or its managers, directors or employees. As such, the employment relationship that Mr. Quick enjoyed at Frontier prior to the filing of this action is irreparably damaged through no fault of Mr. Quick's.

59. To the extent that Frontier alleges application of any agreement that constitutes any limitation on Mr. Quick's rights under USERRA, it is illegal, null and void, inapplicable and of no force or effect pursuant to 38 U.S.C. § 4302.

CAUSES OF ACTION

60. Frontier violated Mr. Quick's rights as guaranteed by the USERRA 38 U.S.C. §§ 4301 to 4335, including but not limited to: 38 U.S.C. § 4302(b) unlawful prerequisites; 38 U.S.C. § 4311 discrimination and retaliation in employment; 38 U.S.C. §§ 4312, 4313 reemployment rights; § 4316, and 20 C.F.R. § 1002.247, rights and benefits of persons absent from employment for service in the armed forces; 38 U.S.C. § 4318, denial of retirement and pension benefits; and 38 U.S.C. §4323(d), 20 C.F.R. § 1002.312(c), willful violations of his USERRA rights.

(CAUSE OF ACTION NO. 1, DISCRIMINATION 38 U.S.C. § 4311(a))

61. Plaintiff re-alleges paragraphs 1 through 60.

62. Frontier's actions caused the violation of Mr. Quick's USERRA rights such that Mr. Quick's obligation to perform service in the uniformed service was a motivating factor in decisions by Frontier which adversely affected Mr. Quick's employment.

63. Frontier unlawfully discriminated against Mr. Quick, among other ways, by denying Mr. Quick employment and benefits of employment on the basis of his membership, service, or obligation to perform service in the uniformed service, a right provided by USERRA.

(CAUSE OF ACTION NO. 2, DISCRIMINATION/RETALIATION 38 U.S.C. § 4311(c))

64. Plaintiff re-alleges paragraphs 1 through 63.

65. Frontier's actions caused the violation of Mr. Quick's USERRA rights such that Mr. Quick's action to enforce a protection afforded him under USERRA, or to exercise a right provided by USERRA, was a motivating factor in Defendant's decisions to deny Mr. Quick employment and benefits of employment.

66. Frontier unlawfully retaliated against Mr. Quick, among other ways, by denying Mr. Quick employment, terminating his employment, and denying him benefits of employment because he took action to enforce a protection afforded to him under USERRA or to exercise a right provided by USERRA such as making complaints and contacting the Department of Labor regarding his USERRA rights.

(CAUSE OF ACTION NO. 3, VIOLATION OF 38 U.S.C. §§ 4312 & 4313)

67. Plaintiff re-alleges paragraphs 1 through 66.

68. Frontier action violated 38 U.S.C. §§ 4312 and 4313 of USERRA, among other ways, by failing or refusing to:

(a) promptly reemploy Mr. Quick;

(b) reemploy Mr. Quick in the position of employment which he would have been employed had his employment with Frontier not been interrupted by military service, or a position of like seniority, status and pay, the duties of which Mr. Quick was qualified to perform;

- (c) reemploy Mr. Quick in any other position which is equivalent in seniority, status and pay, the duties of which Mr. Quick was qualified to perform or would become qualified to perform with reasonable efforts by Frontier;
- (d) reemploy Mr. Quick in a position which is the nearest approximation to a position above;
- (e) make reasonable efforts to accommodate Mr. Quick's disabilities;
- (f) make reasonable efforts to train or assist Mr. Quick to be qualified for a reemployment position above; and
- (g) violated USERRA by requiring Mr. Quick to undergo pre-reemployment evaluations, applications, and testing without pay or benefits.

(CAUSE OF ACTION NO. 4 – VIOLATION OF 38 U.S.C. § 4316)

69. Plaintiff re-alleges paragraphs 1 through 68.

70. Frontier violated 38 U.S.C. § 4316, among other ways, by denying Mr. Quick the rights and benefits determined by seniority and such other rights and benefits not determined by seniority Mr. Quick would have attained if he had remained continuously employed.

71. Frontier violated 38 U.S.C. § 4316, among other ways, by terminating Mr. Quick's employment, without cause, within the protection period provided in the Act.

(CAUSE OF ACTION NO. 6 – VIOLATION OF USERRA 38 U.S.C. § 4318)

72. Plaintiff re-alleges paragraphs 1 through 71.

73. USERRA, 38 U.S.C. § 4318(a)(2)(B), (b)(1), provides that a service member's pension benefits will continue to accrue while he or she is engaged in uniformed services.

74. USERRA, 38 U.S.C. § 4318(b)(3), mandates that the employer must make pension contributions “on the basis of the employee’s average rate of compensation during the 12-month period immediately preceding such period (or, if shorter, the period of employment immediately preceding such period).” 38 U.S.C. § 4318(b)(3).

75. Frontier’s actions violate USERRA, because Frontier has failed to provide any retirement contributions, or reinstate any of Mr. Quick various retirement plans.

(CAUSE OF ACTION NO. 7, WILLFUL VIOLATIONS – 38 U.S.C. § 4323)

76. Plaintiff re-alleges paragraphs 1 through 75.

77. Frontier’ conduct was willful as defined by 38 U.S.C. §4323(d), 20 C.F.R. § 1002.312(c), because Mr. Quick gave Frontier multiple notices that its actions violated USERRA and Frontier showed reckless disregard for the matter, and Frontier recklessly disregard their own policies and posted USERRA work-place notices.

JURY TRIAL DEMAND

Mr. Quick hereby demands a trial by jury.

REQUEST FOR RELIEF

Mr. Quick respectfully prays for:

A. Compensation for all injury and damages suffered by Mr. Quick including, but not limited to, both economic and non-economic damages, in the amount to be proven at trial including back pay, front pay, pre and post judgment interest, lost benefits of employment, negative tax consequences of any award, liquidated damages, exemplary damages, and punitive damages as provided by law.

B. Plaintiff's reasonable attorney, expert fees, and costs, pursuant to 38 U.S.C. § 4323, and as otherwise provided by law.

C. For such other and further relief as this Court deems just and equitable, including injunctive relief to preserve Mr. Quick's benefits of employment and to enjoin future violations of the USERRA under 38 U.S.C. § 4323.

Dated: April 13, 2015

LAW OFFICE OF THOMAS G. JARRARD, PLLC

By: _____ /s/
THOMAS G. JARRARD
1020 North Washington Street
Spokane, WA 99203
Telephone: 425 239-7290
TJarrard@att.net

CROTTY & SON LAW FIRM, PLLC

By: _____ /s/
MATTHEW Z. CROTTY
905 W. Riverside Ave. Ste 409
Spokane, WA 99201
Telephone: 509 850 7011
Matt@crottyandson.com

Attorneys for Edward K. Quick

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.)

<p>I. (a) PLAINTIFFS EDWARD K. QUICK</p> <p>(b) County of Residence of First Listed Plaintiff _____ <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i></p>	<p>DEFENDANTS FRONTIER AIRLINES, INC., AND MICHELE ZEIER, AN INDIVIDUAL,</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		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
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IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	PERSONAL INJURY	PERSONAL INJURY	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 (Excl. 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	<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 - Med. Malpractice	<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/Mgmt. 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 Empl. Ret. Inc. 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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark 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 RS1 (405(g)) 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"/> 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 <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

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
 7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
 38 U.S.C. 4323(B) USERRA

VI. CAUSE OF ACTION

Brief description of cause: AP Docket
 WILLFUL VIOLATION OF RETURNING SERVICE MEMBER'S USERRA RIGHTS, REEMPLOYMENT, DISCRIMINATION, BENEFITS ect.

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

DATE: 04/13/2015 SIGNATURE OF ATTORNEY OF RECORD: s/s Thomas G. Jarrard

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Colorado

EDWARD K. QUICK

Plaintiff

v.

FRONTIER AIRLINES, INC., AND
MICHELE ZEIER, AN INDIVIDUAL

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) FRONTIER AIRLINES, INC., C/O REGISTERED AGENT

CORPORATION SERVICE COMPANY
1560 BROADWAY STE 290
DENVER, CO 80202

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:

THOMAS G. JARRARD
LAW OFFICE OF THOMAS G. JARRARD, PLLC
1020 North Washington Street
Spokane, WA 99203
Telephone: 425 239-7290

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

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

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)* FRONTIER AIRLINES, INC.,
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:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Colorado

EDWARD K. QUICK

Plaintiff

v.

FRONTIER AIRLINES, INC., AND
MICHELE ZEIER, AN INDIVIDUAL

Defendant

)
)
)
)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MS. MICHELE ZEIER, DIRECTOR OF LABOR RELATIONS
FRONTIER AIRLINES INC.,
7001 TOWER ROAD
DENVER, CO 80249

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:

THOMAS G. JARRARD
LAW OFFICE OF THOMAS G. JARRARD, PLLC
1020 North Washington Street
Spokane, WA 99203
Telephone: 425 239-7290

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

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

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)* MS. MICHELE ZEIER
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: