1	CHRIS BAKER, State Bar No. 181557 cbaker@bakerlp.com DEBORAH SCHWARTZ, State Bar No. 208934 dschwartz@bakerlp.com BAKER CURTIS & SCHWARTZ, P.C.			
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4	44 Montgomery Street, Suite 3520			
5	San Francisco, CA 94104 Telephone: (415) 433-1064			
	Fax: (415) 366-2525			
6	Attorneys for Plaintiff			
7	ADRIAN MORRIS			
8				
9	IN THE UNITED STATES	S DISTRICT COURT		
10	FOR THE NORTHERN DIST	RICT OF CALIFORNIA		
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13	ADRIAN MORRIS, on behalf of herself and all	Case No.		
14	others similarly situated,	CLASS AND COLLECTIVE ACTION		
15	Plaintiff, vs.	<u>COMPLAINT</u>		
16				
17	FIDELITY INVESTMENTS, a legal entity of an unknown form, FMR LLC, a Delaware Limited	(1) OVERTIME UNDER THE FLSA (2) OVERTIME UNDER STATE LAW		
18	Liability Company, FIDELITY BROKERAGE SERVICES LLC, a Delaware Limited Liability	(2) CALIFORNIA LABOR CODE 226 (3) WAITING TIME PENALTIES		
19	Company (collectively "FIDELITY"),	(4) UNFAIR BUSINESS PRACTICES		
20	Defendants.	DEMAND FOR JURY TRIAL		
21				
22				
23	Plaintiff Adrian Morris, on behalf of similarly situated former and current employees,			
24	complains as follows:			
25	INTRODUCTION			
26	1. Plaintiff brings this action against Defendants Fidelity Investments, FMR LLC,			
27	and Fidelity Brokerage Services LLC (collectively "Fidelity") to recover damages, restitution,			
28	penalties and other appropriate relief. Specifically,	Fidelity does not include all of its non-exempt		

employees' compensation in calculating the regular rate of pay for overtime purposes under either state of federal law. Fidelity also does not provide its employees with wage statements that comply with California law, making it exceedingly difficult to determine if Fidelity has paid employees in accordance with the law. As it turns out, Fidelity has not.

2. Plaintiff brings this action pursuant to the Fair Labor Standards Act, the California Labor Code, and the relevant IWC wage orders. As a matter of right, Plaintiff will amend this Complaint to allege additional claims under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Section 2698 *et seq.*, upon the expiration of the appropriate notice period.

PARTIES

- 3. From approximately August 2015 to September 2017, Plaintiff <u>Adrian Morris</u> worked for Fidelity as a Financial Representative at Fidelity's Marin, California Investor Center.
- 4. On information and belief, Defendant <u>Fidelity Investments</u> is a privately-held multinational financial services firm. It has offices in Northern California, including Marin County. Plaintiff is currently unaware of its legal form.
- 5. Among other things, and according to its website, Fidelity Investments (which also goes by Fidelity):
 - a. Provides financial planning and retirement options such as IRAs, annuities,
 and managed accounts; brokerage and cash management products; college savings
 accounts; and other financial services for millions of individual investors;
 - b. Works with employers to build benefit programs and provides recordkeeping, investments, and administrative services for employer offerings.
 - c. Provides investment products, brokerage, and trading services to financial firms.
- d. Provides other asset management services to large financial firms. Among other things, Fidelity has more than \$6,000,000,000 (trillion) in assets under management.
- 6. On information and belief, Fidelity Investments employs more than 40,000 employees, thousands of them on an hourly basis.

- 7. Fidelity Investments hired and employed Plaintiff. Plaintiff's offer letter came from Fidelity Investments and the policies that governed the terms and conditions of Plaintiff's employment are identified as "Fidelity Investments" policies.
- 8. Defendant <u>FMR LLC</u> is a privately-held multinational financial services firm organized under Delaware law and headquartered in Massachusetts. FMR has offices in Northern California, including Marin County. FMR LLC is identified as Plaintiff's employer in Fidelity's offer letter to Plaintiff. Plaintiff also signed an "employment agreement" with FMR LLC. FMR LLC describes itself as a "holding company" in its Statement of Information on file with the California Secretary of State.
- 9. Defendant <u>Fidelity Brokerage Services LLC</u> is likewise organized under Delaware law and has the same corporate headquarters as FMR LLC. Fidelity Brokerage Services likewise has offices in Northern California, including Marin County. Fidelity Brokerage Services LLC appears on Plaintiff's wage statements as her employer. Moreover, Plaintiff's offer letter from Fidelity Investments stated that she would "join Fidelity Brokerage Services LLC" as a Financial Representative.
- 10. Defendants are an integrated enterprise, single employer, and/or joint employers of Plaintiff and the putative class members. On information and belief, all of the Defendants are headquartered in the same address in Boston, Massachusetts; Defendants have interlocking directors/members and executives; and Defendants exercise common control over labor relations.
- 11. At all times mentioned herein, Defendants were the agents or representatives of each other defendant and were acting with the knowledge and consent of each other defendant and within the purpose and scope of such agency or representation in doing or failing to do the things alleged in this complaint.

JURISDICTION & VENUE

12. This Court has jurisdiction over Plaintiff's claims. Plaintiff seeks relief under the Fair Labor Standards Act as well as state law.

13. The Northern District of California is the appropriate venue for this case.

Defendants do business in the Northern District of California and Plaintiff resides in the Northern District of California.

GENERAL PURPOSE OF OVERTIME LAWS

- 14. Federal and California law requires premium pay for overtime work. By increasing the cost of overtime, these laws: (1) discourage employers from requiring employees to work long hours (because of the increased cost of such hours); and (2) encourage employers to decrease unemployment by hiring more employees.
- 15. When employers unlawfully underpay their employees by failing to include all compensation when computing an employee's overtime rate of pay, for example they violate these laws and frustrate their express purpose. By unlawfully reducing their overtime rate, they reduce the cost of requiring employees to work long hours and they limit their need to hire additional employees.
 - 16. This is what Fidelity has done here.

FIDELITY'S COMPENSATION TO NON-EXEMPT EMPLOYEES

- 17. On July 15, 2015, Fidelity offered Plaintiff a job as a "Financial Representative." This was a non-exempt role. Plaintiff was initially paid \$45,000 a year. Her hourly wage was \$21.634615 an hour. Plaintiff was paid every other week. Like other Fidelity non-exempt employees, Plaintiff regularly worked overtime, which was recorded on her wage statements.
- 18. In an effort to compete for and retain its non-exempt employees, Fidelity provides them with certain compensation in an addition to an hourly wage. More specifically:

Bonuses & Base Comp Retro

- 19. Fidelity pays its non-exempt employees at least two types of bonuses that are specifically identified on their wage statements as (1) "Bonus Elig NAJ" and (2) "PrYr BonEli-OT-Retro." Fidelity also pays its employees something called "Base Comp Retro."
- 20. "PrYr BonEli NAJ" is apparently earned once a year and paid three (or more) pay periods after it is earned. With respect to Plaintiff, for example, and according to her wage statements, she supposedly earned and was paid the "PrYr BonEli NAJ' bonuses on the

following schedule:

AMOUNT	TIME FRAME	DATE PAID
	SUPPOSEDLY EARNED	
\$850	9.21.15 to 12.27.16	2.26.16
\$1100	9.19.16 to 1.08.17	2.24.17

21. Similarly, "Bonus Elig – NAJ" is apparently earned two times a year and also paid three or more pay periods after it is earned. With respect to Plaintiff, for example, and according to her wage statements, she supposedly earned and was paid the "Bonus Elig – NAJ" bonuses on the following schedule:

AMOUNT	TIME FRAME	DATE PAID	
	SUPPOSEDLY EARNED		
\$250	8.25.15 to 10.04.15	12.04.15	
\$950	12.14.15 to 4.03.16	6.03.16	
\$950	6.13.16 to 10.02.16	12.02.16	
\$1200	12.26.16 – 4.02.17	6.02.17	

22. Finally, "Base Comp-Retro" is, according to Fidelity's wage statements, paid more than two weeks after it is earned. With respect to Plaintiff, for example, she supposedly earned and was paid the "Base Comp Retro" in part on the following schedule:

AMOUNT	TIME FRAME	DATE PAID	
	SUPPOSEDLY EARNED		
\$156.85	11.30.15 to 12.13.15	12.31.15	
\$13.22	10.03.16 to 10.16.15	11.04.16	

- 23. Fidelity does not consistently pay overtime on "Base Comp Retro" pay.
- 24. Fidelity does purport to pay "retroactive" overtime compensation for bonuses and, occasionally, base compensation retro pay. In violation of Labor Code §§ 204 and 226, however, Fidelity's wage statements fail to set forth the applicable bonus/base comp. hourly rate in effect during the pay period in which the "retroactive" overtime was earned. The wage statements also fail to set forth the number of hours worked at each bonus/base comp. hourly rate for the "retroactive" overtime. By refusing to provide this information on its wage statements, Fidelity hides the fact that it is not paying employees the proper overtime rate on their bonus and base compensation retro pay.
- 25. For example, according to Plaintiff's wage statements, the "Bonus Elig NAJ" bonus, the "PrYr BonEli NAJ" bonus, and the Base Comp. Retro pay have overlapping time frames. However, the total compensation earned during these overlapping time frames was not included in calculating the regular rate of pay for overtime purposes.
- 26. Even ignoring Fidelity's failure to include bonus and base compensation retro pay earned during overlapping time frames in Plaintiff's overtime rate of pay, Fidelity still underpays bonus overtime compensation to its employees in violation of accepted formula for calculating such overtime.

Student Loan Repayments

- 27. Another form of compensation that Fidelity pays to its non-exempt employees is student loan repayments pursuant to its "Step Ahead Student Loan Program." Through this program, Fidelity pays up to \$2,000 a year towards its employees' student loans.
- 28. In order to be eligible for this program, employees must work for Fidelity for more than six months, must work more than 20 hours a week, and they must have a satisfactory work performance. According to Fidelity, more than 5,000 of its employees participate in this program.
- 29. Plaintiff was eligible for this program and participated in it. Fidelity paid \$166.67 towards Plaintiff's student loans every month. The entire amount of these monthly payments was imputed to Plaintiff as wages on her wage statements

30. Fidelity does not include student loan repayments in calculating the regular rate of pay for overtime purposes for its non-exempt employees. In this way, Fidelity reduces the cost of overtime in violation of federal and state law.

Fitness Reimbursements

- 31. Another form of compensation that Fidelity pays to its non-exempt employees is so-called "fitness reimbursements" pursuant to its "Fitness Reimbursement Program." Under this program, Fidelity will "reimburse" employees up to \$300 a year for things such as their own or their spouse's gym memberships, home exercise equipment, or Garmon watches.
- 32. In order to be eligible for the Fitness Reimbursement program, employees must work for Fidelity for more than six months and must work more than 20 hours a week. They will only receive the reimbursement if they are actively working.
- 33. Plaintiff was eligible for this program and participated in it. She received "fitness reimbursements' from Fidelity in 2016 and 2017. The entire amount of this fitness reimbursement was imputed to Plaintiff as wages on her wage statements
- 34. Fidelity does not include fitness reimbursements in calculating the regular rate of pay of non-exempt employees for overtime purposes. In this way as well, Fidelity reduces the cost of overtime in violation of federal and state law.

PAID SICK LEAVE INFORMATION

- 35. Under California Labor Code § 246, California employees are entitled to paid sick leave. An employer can satisfy the requirements of Labor Code § 246 through a paid time off (or "PTO") policy that satisfies certain requirements. Fidelity provides its employees with PTO.
 - 36. California Labor Code § 246(i) further requires employers to provide:

[A]n employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statements described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

37. Fidelity does not provide the notice required by Labor Code § 246(i) to its

California-based employees, including Plaintiff. This violation is not isolated or unintentional. It is systematic.

PLAINTIFF'S SEPARATION FROM FIDELITY

- 38. In September 2017, Plaintiff separated from Fidelity. Upon her separation, Fidelity willfully did not pay her all wages owed. Among other things, and as detailed above, it did not include all her overtime.
- 39. Moreover, upon her separation, Plaintiff was harmed by Fidelity's failure to comply with Labor Code § 246(i). Upon ending her employment, Fidelity advised her that *she* supposedly owed *it* money for taking too much PTO. Moreover, because Plaintiff had received a raise from Fidelity, Fidelity claimed that *she* owed *it* money at the increased PTO rate, even though she was paid a lesser amount when she (supposedly) took the PTO.
- 40. Had Fidelity provided PTO information to Plaintiff on a timely or ongoing basis, as required by Labor Code § 246(i), she would have been in a position to challenge this claim. In the alternative, she could have arranged her PTO so that she did not allegedly "fall into arrears" with Fidelity.

COLLECTIVE ACTION ALLEGATIONS

- 41. Plaintiff brings her First Cause of Action for violation of the FLSA as a nationwide collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b). The collective action is brought on behalf of herself and all former and current non-exempt employees of Fidelity who file consents to join this collective action, and:
 - a. Whose overtime rate of pay was miscalculated because it failed to accurately calculate and/or include all bonus compensation or base pay retro compensation.
 - b. Whose overtime rate of pay was miscalculated because it did not include student loan repayments.
 - c. Whose overtime rate of pay was miscalculated because it did not include fitness reimbursements.

Plaintiff reserves the right to refine the definition of the proposed Class based on

49.

57. A class action is the superior way of resolving these claims. Class treatment will permit a large number of similarly situated persons to prosecute their claims in a single forum, without unnecessary duplication, and without fear of retaliation. The cost to the court system of individualized litigation would be substantial.

FIRST CAUSE OF ACTION

OVERTIME ON BEHALF OF PLAINTIFF AND THE NATIONWIDE COLLECTIVE PLAINTIFFS

- 58. Plaintiff incorporates paragraphs 1 through 57 of this Complaint as if fully set forth here.
- 59. At all relevant times, Fidelity has been, and continue to be, an enterprise engaged in interstate commerce and/or in the production of goods for commerce with the meaning of 29 U.S.C. § 203.
- 60. The FLSA requires employers to include all applicable compensation in calculating an employee's rate of pay for overtime purposes.
- 61. Fidelity did not include all applicable compensation in calculating its employees' rate of pay for overtime purposes.
- 62. The FLSA requires employers to calculate the regular rate of pay based on amounts earned while the overtime is being worked.
- 63. Fidelity did not calculate the overtime rate of pay for Plaintiff and other FLSA Collective Action Plaintiffs based on amounts earned while the overtime was being worked.
- 64. Fidelity knew or should have known of its violations of the law. Fidelity's conduct was willful and neither in good faith nor with a reasonable belief that it was complying with the law.
- 65. Plaintiff and the Nationwide FLSA Collective Action Plaintiffs were harmed as a result. They did not receive all the wages to which they were entitled.

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SECOND CAUSE OF ACTION

OVERTIME ON BEHALF OF THE CLASS

- 66. Plaintiff incorporates paragraphs 1 through 65 of this Complaint as if fully set forth here.
- 67. Under California law, employers must pay employees overtime based upon their regular rate of pay for time worked in excess of 8 hours in a day.
- 68. Fidelity did not include required compensation in calculating the overtime rate of Plaintiff or the Class. Defendants also miscalculated Plaintiff's and the Class's overtime rates when they did include such compensation.
 - 69. Fidelity's conduct was willful and not done in good faith.
- 70. Plaintiff and the Class were harmed as a result. They did not receive all the wages to which they were entitled.

THIRD CAUSE OF ACTION

LABOR CODE § 226 ON BEHALF OF THE CLASS

- 71. Plaintiff incorporates paragraphs 1 through 70 of this Complaint as if fully set forth here.
- 72. Under California law, an employer must provide employees with an accurate wage statement. Among other things, the wage statement must include the gross wages earned, the total hours worked, and the wage rate worked for each hour. An employee suffers injury when this law is violated if the employee cannot (among other things) easily determine from the wage statement the gross or net wages paid or earned, the hours worked, or the applicate hourly rates. The penalties for violating this law are set by statute. See California Labor Code sections 226.
- 73. As set forth above, Fidelity knowingly and intentionally failed to provide Plaintiff and the Class with accurate wage statements.
 - 74. Plaintiff and the Class suffered injury as a result of Fidelity's conduct.

1	FOURTH CAUSE OF ACTION			
2	WAITING TIME PENALTIES			
3		ON BEHALF OF THE SUBCLASS		
4	75.	Plaintiff incorporates paragraphs 1 through 74 of this Complaint as if fully set		
5	forth here.			
6	76.	Under California law, an employer must pay an employee all wages due upon		
7	termination or	resignation. The willful failure to do so results in waiting time penalties equal to		
8	30 days of an	employee's wage. See Labor Code section 203.		
9	77.	Fidelity did not pay Plaintiff and other members of the Subclass all wages due and		
10	owing upon th	neir separation from Fidelity's employ.		
11	78.	This conduct by Fidelity was willful. It knew or should have known of the		
12	overtime wage	es incurred and not paid to Plaintiff and the Subclass.		
13	79.	As a result, Fidelity is liable to Plaintiff and the Subclass for waiting time		
14	penalties.			
15		FIFTH CAUSE OF ACTION		
16		UNFAIR BUSINESS PRACTICES		
17		ON BEHALF OF THE CLASSES		
18	80.	Plaintiff incorporates paragraphs 1 through 79 of this Complaint as if fully set		
19	forth here.			
20	81.	California law prohibits any unlawful, unfair, or fraudulent business practice. See		
21	California Bus	siness and Professions Code section 17200.		
22	82.	Through its actions (as described above), Fidelity has violated a variety of		
23	California and	I federal wage and hour laws, including the California Labor Code and the FLSA.		
24	Plaintiff and tl	he Class have been harmed by Fidelity's conduct. They have not been paid all		
25	wages earned.	They have not been paid on a timely basis. They are entitled to restitution and an		
26	injunction.			
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		12		

1	DD AVED FOR DELIEF			
1	PRAYER FOR RELIEF			
2	WHEREFORE, Plaintiff prays individually and on behalf of other persons similarly			
3	situated, for judgment against Defendants as follows:			
4	1. An Order that this action may proceed on a collective and class-wide basis;			
5	2. Appropriate injunctive relief, including restitution;			
6	3. An award of reasonable attorneys' fees and costs;			
7	4. Damages in the form of statutory penalties, unpaid wages, and other damages,			
8	according to proof;			
9	5. Pre-judgment and post-judgment interest as provided by law; and			
10	6. Such other and further relief that the Court may deem just and proper.			
11				
12	Dated: October 20, 2017 BAKER CURTIS & SCHWARTZ, P.C.			
13				
14	By: <u>S</u> Chris Baker			
15	Attorneys for Plaintiff ADRIAN MORRIS			
16				
17	JURY TRIAL DEMAND			
18	Plaintiff hereby demands a trial by jury.			
19				
20	Dated: October 20, 2017 BAKER CURTIS & SCHWARTZ, P.C.			
21				
22	By:S			
23	Chris Baker Attorneys for Plaintiff			
24	ADRIAN MORRIS			
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	- 1 <i>4</i> -			

Case 3:17-cv-06027 Document 1 Filed 10/20/17 Page 15 of 15

FAIR LABOR STANDARDS ACT (29 U.S.C. § 216(b))

I worked for Fidelity from approximately August 2015 to September 2017 as a financial representative in Defendants' Marin, California investor center.

I consent to be a party plaintiff in a lawsuit alleging that Fidelity Investments, FMR LLC and Fidelity Brokerage Services LLC (collectively "Fidelity") violated the Fair Labor Standards Act and California labor laws. I understand that this lawsuit seeks unpaid overtime, related damages and other compensation that may be owed to me and other current and former employees of Fidelity.

I understand that I have the right to choose other counsel and to pursue my claims solely on my own behalf, and I choose to be represented in this matter by class counsel Baker Curtis & Schwartz, P.C. and other attorneys with whom they may associate.

Dated: October 20, 2017

Signature: Adrian Morris
Print Name: Adrian Morris

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.)

purpose of initiating the civil d	ocket sheet. (SEE INSTRUC	TIONS ON NEXT PAGE OF T	HIS FORM.)	, 1	
I. (a) PLAINTIFFS ADRIAN MORRIS, on behalf of herself and all others similarly situated			I, FIDELITY INVESTMENTS, a legal entity of an unknown form, FMR LLC, a Delaware Limited Liability Company, FIDELITY BROKERAGE SERVICES LLC, a Delaware Limited Liability Company		
(b) County of Residence of	of First Listed Plaintiff A	lameda		e of First Listed Defendant	
(EXCEPT IN U.S. PLAINTIFF CASES)			NOTE: IN LAND C	(IN U.S. PLAINTIFF CASES CONDEMNATION CASES, USE T Γ OF LAND INVOLVED.	ONLY)
(c) Attorneys (Firm Name, Chris Baker, SBN 18155 44 Montgomery St., Suit Ph.: 415.433.1064	7, Baker Curtis & Sch	vartz, P.C.	Attorneys (If Known)		
II. BASIS OF JURISD	ICTION (Place an "X" in O	ne Box Only)		PRINCIPAL PARTIES	(Place an "X" in One Box for Plaintif
☐ 1 U.S. Government Plaintiff	■ 3 Federal Question (U.S. Government)	Not a Party)		TF DEF 1 1 Incorporated or Proof Business In 2	
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizenshi	ip of Parties in Item III)	Citizen of Another State	1 2	
			Citizen or Subject of a Foreign Country	3 G 3 Foreign Nation	□ 6 □ 6
IV. NATURE OF SUIT		ly) RTS	FORFEITURE/PENALTY	Click here for: Nature BANKRUPTCY	of Suit Code Descriptions. OTHER STATUTES
☐ 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	☐ 625 Drug Related Seizure	☐ 422 Appeal 28 USC 158	☐ 375 False Claims Act
☐ 120 Marine ☐ 130 Miller Act	☐ 310 Airplane ☐ 315 Airplane Product	☐ 365 Personal Injury - Product Liability	of Property 21 USC 881 ☐ 690 Other	☐ 423 Withdrawal 28 USC 157	□ 376 Qui Tam (31 USC 3729(a))
☐ 140 Negotiable Instrument	Liability	□ 367 Health Care/	- 070 omer		☐ 400 State Reapportionment
□ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 320 Assault, Libel & Slander	Pharmaceutical Personal Injury		PROPERTY RIGHTS ☐ 820 Copyrights	☐ 410 Antitrust☐ 430 Banks and Banking
☐ 151 Medicare Act ☐ 152 Recovery of Defaulted	☐ 330 Federal Employers' Liability	Product Liability ☐ 368 Asbestos Personal		☐ 830 Patent ☐ 835 Patent - Abbreviated	☐ 450 Commerce☐ 460 Deportation
Student Loans	□ 340 Marine	Injury Product		New Drug Application	☐ 470 Racketeer Influenced and
(Excludes Veterans) ☐ 153 Recovery of Overpayment	☐ 345 Marine Product Liability	Liability PERSONAL PROPERTY		□ 840 Trademark SOCIAL SECURITY	Corrupt Organizations 480 Consumer Credit
of Veteran's Benefits ☐ 160 Stockholders' Suits	☐ 350 Motor Vehicle ☐ 355 Motor Vehicle	☐ 370 Other Fraud ☐ 371 Truth in Lending	➤ 710 Fair Labor Standards Act	☐ 861 HIA (1395ff) ☐ 862 Black Lung (923)	☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/
☐ 190 Other Contract☐ 195 Contract Product Liability☐	Product Liability ☐ 360 Other Personal	☐ 380 Other Personal Property Damage	☐ 720 Labor/Management Relations	☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI	Exchange 890 Other Statutory Actions
☐ 196 Franchise	Injury	☐ 385 Property Damage	☐ 740 Railway Labor Act	☐ 865 RSI (405(g))	☐ 891 Agricultural Acts
	☐ 362 Personal Injury - Medical Malpractice	Product Liability	☐ 751 Family and Medical Leave Act		☐ 893 Environmental Matters ☐ 895 Freedom of Information
REAL PROPERTY 210 Land Condemnation	CIVIL RIGHTS ☐ 440 Other Civil Rights	PRISONER PETITIONS Habeas Corpus:	☐ 790 Other Labor Litigation☐ 791 Employee Retirement	FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff	Act ☐ 896 Arbitration
☐ 220 Foreclosure	☐ 441 Voting	☐ 463 Alien Detainee	Income Security Act	or Defendant)	☐ 899 Administrative Procedure
☐ 230 Rent Lease & Ejectment☐ 240 Torts to Land☐	☐ 442 Employment ☐ 443 Housing/	☐ 510 Motions to Vacate Sentence		☐ 871 IRS—Third Party 26 USC 7609	Act/Review or Appeal of Agency Decision
☐ 245 Tort Product Liability ☐ 290 All Other Real Property	Accommodations 445 Amer. w/Disabilities -	☐ 530 General ☐ 535 Death Penalty	IMMIGRATION	-	☐ 950 Constitutionality of State Statutes
	Employment ☐ 446 Amer. w/Disabilities -	Other: 540 Mandamus & Other	☐ 462 Naturalization Application☐ 465 Other Immigration	n	
	Other	☐ 550 Civil Rights	Actions		
	☐ 448 Education	☐ 555 Prison Condition ☐ 560 Civil Detainee -			
		Conditions of Confinement			
	moved from 3	Remanded from 4	Reinstated or	Ferred from 6 Multidist 6 Litigation	
		11	(specify	v) Transfer	Direct File
VI. CAUSE OF ACTIO	29 H.S.C. 201 et	seq.	, , , , , , , , , , , , , , , , , , ,		
THE DECLIFORED IN	Wage and hour c	lass action			
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER RULE 2	IS A CLASS ACTION 3, F.R.Cv.P.	DEMAND \$	JURY DEMAND	if demanded in complaint: : ∴ Yes □ No
VIII. RELATED CAST	E(S) (See instructions):	шрсе		DOCKET MIR (DED	
DATE		SIGNATURE OF ATTOR	ENEX OF RECORD	DOCKET NUMBER	
10/20/2017		//S// Chris Baker	and to record		
FOR OFFICE USE ONLY					
RECEIPT # Al	MOUNT	APPLYING IFP	JUDGE	MAG. JUI	DGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Fidelity Hit with Former Employee's Wage and Hour Suit